

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



Utah Department of Transportation Right of Entry and Occupancy Agreement

Ent 1272971 Bk 2217 Pg 0210
Date 13-Jan-2021 10:56AM Fee \$0.00
Devron Andersen, Rec. - Filed By SA
Cache County, UT
For COTTONWOOD TITLE INSURANCE AGENCY, INC.
Electronically Submitted by Simplifile

Project No: S-0030(69)102 Parcel No.(s): 131:A, 131:E

Pin No: 15681 Job/Proj No: 72700 Project Location: SR-30; SR-23 to SR-252
County of Property: CACHE Tax ID / Sidwell No: 05-059-0012
Property Address: 2000 West 200 North LOGAN UT, 84321
Owner's Address: 2983 South 2000 West, WELLSVILLE, UT, 84339
Owner's Home Phone: (435)994-2258 Owner's Work Phone:
Owner / Grantor (s): David Grange and Tammy Grange, husband and wife as joint tenants
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 David Grange and Tammy Grange, 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 \$316,600.00 (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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Project No: S-0030(69)102 Parcel No.(s): 131:A, 131:E

Pin No: 15681 Job/Proj No: 72700 Project Location: SR-30; SR-23 to SR-252
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Grantee: Utah Department of Transportation (UDOT)/The Department

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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Project No: S-0030(69)102 Parcel No.(s): 131:A, 131:E

Pin No: 15681 Job/Proj No: 72700 Project Location: SR-30; SR-23 to SR-252
County of Property: CACHE Tax ID / Sidwell No: 05-059-0012
Property Address: 2000 West 200 North LOGAN UT, 84321
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Owner's Home Phone: (435)994-2258 Owner's Work Phone:
Owner / Grantor (s): David Grange and Tammy Grange, husband and wife as joint tenants
Grantee: Utah Department of Transportation (UDOT)/The Department

SIGNATURE PAGE

TO
UTAH DEPARTMENT OF TRANSPORTATION
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 3rd day of December, 2020

David Grange Tammy Grange
Property Owner Property Owner

Property Owner

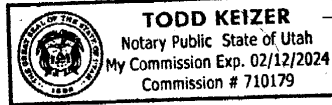
Property Owner

STATE OF UTAH

County of CACHE

On the 3rd day of December, 2020, personally appeared before me

DAVID GRANGE AND TAMMY GRANGE the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.



Todd Keizer
NOTARY PUBLIC

DATED this 11th day of December, 2020

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

STATE OF UTAH

County of Salt Lake

On the 11 day of December, 2020, personally appeared before me

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

Krissey Pieltz
NOTARY PUBLIC



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Exhibit A

Ent 1272971 Bk 2217 Pg 0214

Exhibit "A"

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

Warranty Deed

(Individual)
(Controlled Access)
Cache County

Tax ID No. 05-059-0012
PIN No. 15681
Project No. S-0030(69)102
Parcel No. 0030:131:A

David Grange and Tammy Grange, husband and wife as joint tenants, Grantor(s), of Wellsville, County of Cache, 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 Cache County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing highway State Route 30 known as Project No. S-0030(69)102, being part of an entire tract of property situate in Lots 5 and 6, Block 28, Plat E, Logan Farm Survey. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing southerly limited access and right of way line which is 642.56 feet N.01°02'04"E. from the Southwest Corner of Lot 6, Block 28, Plat E, Logan Farm Survey (which corner is 726.39 feet S.01°01'42"E. along the section line and 2,677.34 feet East from the West Quarter Corner of said Section 31, T.12N., R.1E., S.L.B.&M); and running thence along said existing southerly limited access and right of way line of highway State Route 30 the following three (3) courses: (1) S.88°57'56"E. 42.45 feet; (2) thence S.01°02'04"W. 0.42 feet; (3) thence S.89°08'34"E. 82.55 feet to a point in the easterly boundary line of said entire tract; thence S.00°00'56"W. 65.15 feet to a line parallel with and 80.00 feet perpendicularly distant southerly from said control line; thence N.88°54'29"W. 608.11 feet along said parallel line to a point in the westerly boundary line of said entire tract; thence N.00°21'53"E. 64.70 feet along said westerly boundary line to a point in said existing southerly limited access and right of way line; thence S.88°57'56"E. 482.71 feet along said southerly limited access and right of way 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

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PIN No. 15681
Project No. S-0030(69)102
Parcel No. 0030:131:A

Transportation. The above described parcel of land contains 39,490 square feet or 0.907 acre in area, more or less.

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

As per Utah State Code 72-5-103 title of the underlying fee to the center of the existing right of way is relinquished as part of this conveyance and transferred to the Grantee of this instrument.

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 Owner's remaining property contiguous to the lands hereby conveyed to or from said highway; **EXCEPTING** and reserving to said Owners, their successors or assigns, the right of access to the nearest roadway of said highway over and across the southerly right of way line for One 50-foot section, which section centers at a point directly opposite Highway Engineer Station 402+34.33.

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PIN No. 15681
Project No. S-0030(69)102
Parcel No. 0030:131:A

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

STATE OF _____)

) ss.

David Grange

COUNTY OF _____)

Tammy Grange

On the date first above written personally appeared before me, David Grange and Tammy Grange, husband and wife as joint tenants, the signer(s) of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

Prepared by: (TEJ) Meridian Engineering, Inc.

05P - 7/29/2020

INDIVIDUAL RW-09 (11-01-03)

Ent 1272971 Bk 2217 Pg 0217

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

Temporary Construction Easement (Individual)

Cache County

Tax ID No.	05-059-0012
PIN No.	15681
Project No.	S-0030(69)102
Parcel No.	0030:131:E

David Grange and Tammy Grange, husband and wife as joint tenants, Grantor(s), of Wellsville, County of Cache, 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 Cache County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in Lots 5 and 6, Block 28, Plat E, Logan Farm Survey, in Cache County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes, ditches and appurtenant parts thereof for the existing highway State Route 30 known as Project No. S-0030(69)102. 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 are described as follows:

Beginning at a point which is 577.38 feet N.01°02'04"E. from the Southwest Corner of Lot 6, Block 28, Plat E, Logan Farm Survey; and running thence S.88°54'29"E. 126.16 feet to the easterly boundary line of said entire tract; thence S.00°00'56"W. 61.01 feet along said easterly boundary line; thence N.88°54'29"W. 30.47 feet; thence N.16°24'14"W. 48.23 feet; thence N.88°54'29"W. 564.09 feet to the westerly boundary line of said entire tract; thence N.00°21'53"E. 15.00 feet along said westerly boundary line; thence S.88°54'29"E. 481.95 feet to the point of beginning. The above described easement contains 10,837 square feet or 0.249 acre in area, more or less.

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 INDIVIDUAL RW-09 (11-01-03)

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PAGE 2

PIN No. 15681
Project No. S-0030(69)102
Parcel No. 0030:131:E

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

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

STATE OF _____)

) ss.

David Grange

COUNTY OF _____)

Tammy Grange

On the date first above written personally appeared before me, David Grange and Tammy Grange, husband and wife as joint tenants, the signer(s) of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

Prepared by: (TEJ) Meridian Engineering, Inc.

05P - 7/30/2020

INDIVIDUAL RW-09 (11-01-03)