

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

3392049
BK 7782 PG 1448

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/16/2021 3:02:00 PM
FEE \$0.00 Pgs: 10
DEP eCASH REC'D FOR COTTONWOOD TITLE IN



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(229) Parcel No.(s): 615, 615:E

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: 12-049-0077
Property Address: 1573 South Bluff Road SYRACUSE UT, 84075
Owner's Address: 1551 South Bluff Road, SYRACUSE, UT, 84075
Owner's Home Phone: (801)888-8045 Owner's Work Phone:
Owner / Grantor (s): Dana L. Pickard and Rhonda K. Pickard, 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 Dana L. Pickard and Rhonda K. Pickard, 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 \$71,200.00 (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 2nd day of June, 2021

Rhonda Pickard

Property Owner

Property Owner

Property Owner

Property Owner

STATE OF UTAH
County of DAVIS

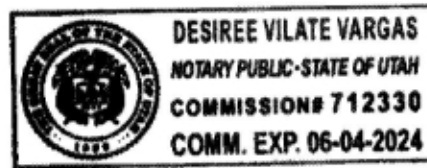
On the 2nd day of June, 2021, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 9th day of June, 2021

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



STATE OF UTAH
County of Salt Lake

On the 9 day of June, 2021, 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.

[Signature]
NOTARY PUBLIC

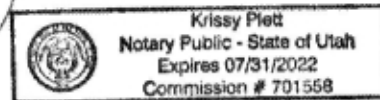


Exhibit "A"

Parcel 615 – Warranty Deed

Parcel 615:E – Perpetual Easement

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. 12-049-0077

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:615

Dana L. Pickard and Rhonda K. Pickard, husband and wife as joint tenants

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 the SW1/4 SW1/4 of Section 9, 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 at the Southwest corner of said entire tract, which point is 1136.375 feet N.89°49'43"W. along the Section line and 558.10 feet (Record 558.30 feet) N.00°09'37"E. and 260.17 feet (Record 263.06 feet) S.88°55'30"W. and 364.91 feet (Record 365.44 feet) S.89°06'00"W. from the South Quarter corner of said Section 9; and running thence N.24°35'00"W. 100.38 feet, more or less, (Record 97.66 feet) along the westerly boundary line to the northerly boundary line of said entire tract; thence N.63°00'00"E. 33.40 feet along said northerly boundary line to a point 24.50 perpendicularly distant easterly from the Bluff North right of way control line of said Project, opposite approximate Engineers Station 221+02.30; thence S.25°29'29"E. 117.25 feet, more or less, parallel with said right of way control line, to the southerly boundary line of said entire tract at a point 24.50 feet perpendicularly distant easterly from the Bluff Road North right of way control line of said Project, opposite approximate Engineers Station 219+85.05; thence S.89°06'00"W. 38.47 feet along said southerly

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Project No. S-R199(229)
Parcel No. R199:615

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 3,726 square feet in area or 0.086 acre, more or less, of which 2,174 square feet or 0.050 acre, more or less are now occupied by the existing Bluff Road. Balance is 1,552 square feet in area or 0.036 acre, more or less.

(Note: Rotate above bearings 00°20'43" clockwise to equal NAD83 Highway bearings)

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

STATE OF
COUNTY OF

)
) ss.
)

Dana L. Pickard

Rhonda K. Pickard

On the date first above written personally appeared before me,
Dana L. Pickard and Rhonda K. Pickard, husband and wife as joint tenants,
the signers of the within and foregoing instrument, who duly acknowledged to me that they
executed the same.

Notary Public

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Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement

Davis County

Tax ID No. 12-049-0077

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:615:E

Dana L. Pickard and Rhonda K. Pickard, husband and wife as joint tenants,
Grantors, of Syracuse, County of Davis, 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 Davis County, State of
Utah, to-wit:

A perpetual easement upon part of an entire tract of property, situate in the SW1/4 SW1/4 of Section 9, Township 4 North, Range 2 West, Salt Lake Base and Meridian, in Davis County, Utah, for the purpose of constructing (reconstructing) and maintaining thereon roadway facilities, overhead and buried utilities and appurtenant parts thereof including, but not limited to fiber optics, lighting facilities, communication cables, storm drains, irrigation ditches and pipes, water lines, sewer lines, gas lines, and highway appurtenances including but not limited to slopes and traffic signs to facilitate the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). This easement includes the right to construct, maintain, and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the real property and shall be binding upon the Grantor, successors, heirs and assigns, and includes and conveys all rights of Grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the southerly boundary line of said entire tract and the easterly right of way line of Bluff Road of said Project, which point is 1136.375 feet N.89°49'43"W. along the Section line and 558.10 feet (Record 558.30 feet) N.00°09'37"E. and 260.17 feet (Record 263.06 feet) S.88°55'30"W. and 326.44 feet S.89°06'00"W. from the South Quarter corner of said Section 9; and running thence N.25°29'29"W. 117.25 feet along said easterly right of way line to the northerly boundary line of said entire tract;

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thence N.63°00'00"E. 8.00 feet to a point 32.50 feet perpendicularly distant easterly from the Bluff Road North right of way control line of said Project, opposite approximate Engineers Station 221+02.51; thence S.25°29'29"E. 121.12 feet, more or less, parallel with said right of way control line to the southerly boundary line of said entire tract at a point 32.50 feet perpendicularly distant easterly from the Bluff Road right of way control line of said Project, opposite approximate Engineers Station 219+81.39; thence S.89°06'00"W. 8.80 feet along said southerly 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 part of an entire tract contains 953 square feet in area or 0.022 acre, more or less.

(Note: Rotate above bearings 00°20'43" clockwise to equal NAD83 Highway bearings)

