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BK 7823 PG 1645

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/16/2021 12:47:00 PM  
FEE \$0.00 Pgs: 8  
DEP eCASH REC'D FOR COTTONWOOD TITLE

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

Project No: S-R199(229) Parcel No.(s): 610, 610B

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: 12-047-0285, 12-047-0224  
Property Address: 3050 West 1700 South SYRACUSE UT,  
Owner's Address: 1453 Brookshire Drive, SYRACUSE, UT, 84075-9843  
Owner's Home Phone: Owner's Work Phone: (801)725-1548  
Owner / Grantor (s): Sun Quest Development 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 Sun Quest Development 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 \$582,200.00 (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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Owner's Address: 1453 Brookshire Drive, SYRACUSE, UT, 84075-9843  
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Owner / Grantor (s): Sun Quest Development LLC  
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 22 day of July, 2021

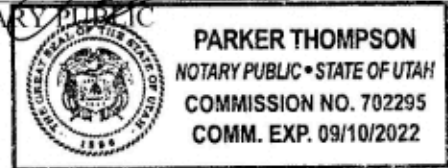
<u>Michael E. McBride</u> Property Owner	<u>N/A</u> Property Owner
<u>N/A</u> Property Owner	<u>N/A</u> Property Owner

STATE OF UTAH  
County of Davis

On the 22 day of July, 2021, personally appeared before me

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

Parker Thompson  
NOTARY PUBLIC



DATED this 3rd day of August, 2021

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

STATE OF UTAH  
County of SALT LAKE

On the 3rd day of AUGUST, 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.

Jolene Ottley  
NOTARY PUBLIC

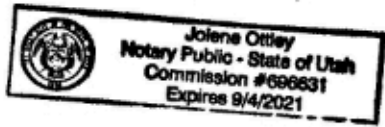


Exhibit A

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation 3409529  
Right of Way, Fourth Floor BK 7823 PG 1648  
Box 148420  
Salt Lake City, Utah 84114-8420

**Warranty Deed**  
(LIMITED LIABILITY COMPANY)  
Davis County

Tax ID No. 12-047-0285  
PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:610

Sun Quest Development LLC, a Limited Liability Company of the State of Utah, Grantor, 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 SE1/4 SE1/4 of Section 8, Township 4 North, Range 2 West, 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 Southeast corner of said entire tract, which point is 33.00 feet N.89°53'48"W. along the Section line and 33.00 feet N.00°06'11"E. and 21.43 feet N.89°53'48"W. from the Southeast corner of said Section 8; and running thence N.89°53'48"W. 599.97 feet along the existing northerly right of way line of Antelope Drive to the Southwest Corner of said entire tract; thence N.00°06'11"E. 30.02 feet along the westerly boundary line of said entire tract to a point 47.74 feet perpendicularly distant northerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7010+90.35; thence N.86°02'34"E. 107.41 feet to a point 55.48 feet perpendicularly distant northerly from the Antelope Drive right of way control line of said Project, opposite Engineers Station 7011+97.48; thence N.88°53'59"E. 271.38 feet to a point 61.50 feet perpendicularly distant northerly from the Antelope Drive right of way control line of said Project, opposite Engineers Station 7014+68.79; thence S.89°49'42"E. 205.08 feet, parallel with said right of way control line, to a point 61.50 feet perpendicularly distant northerly from the Antelope Drive right of way control line of said Project, opposite Engineers Station 7016+73.87; thence N.45°12'28"E. 26.86 feet to a point 52.00 feet perpendicularly distant westerly from the 3000 West right of way control line of said Project,

opposite Engineers Station 803+15.09; thence N.11°33'14"E. 10.20 feet to a point 50.00 feet perpendicularly distant westerly from the 3000 West right of way control line of said Project, opposite Engineers Station 803+25.09; thence N.00°14'38"E. 350.87 feet, parallel with said right of way control line, to a point 50.00 feet perpendicularly distant westerly from the 3000 West right of way control line of said Project, opposite Engineers Station 806+75.96; thence N.07°18'11"E. 40.76 feet to a point 45.00 feet perpendicularly distant westerly from the 3000 West right of way control line of said Project, opposite Engineers Station 807+16.41; thence N.02°14'38"E. 314.93 feet to a point 34.00 feet perpendicularly distant westerly from the 3000 West right of way control line of said Project, opposite Engineers Station 810+31.15; thence N.00°14'38"E. 7.36 feet, parallel with said right of way control line, to the northerly boundary line of said entire tract at a point 34.00 feet perpendicularly distant westerly from the 3000 West right of way control line of said Project, opposite approximate Engineers Station 810+38.51; thence S.89°45'18"E. 1.00 feet along said northerly boundary line to the existing westerly right of way line of 3000 West Street; thence along said existing westerly right of way line the following two (2) courses and distances: (1) S.00°14'42"W. 753.55 feet; (2) thence S.34°07'31"W. 38.45 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 34,077 square feet in area or 0.782 acre.

(Note: Rotate above bearings 00°20'24" clockwise to equal NAD83 Highway bearings)



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

3409529  
BK 7823 PG 1651

**Warranty Deed**  
(LIMITED LIABILITY COMPANY)  
Davis County

Tax ID No. 12-047-0224  
PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:610B

Sun Quest Development LLC, a Limited Liability Company of the State of Utah, Grantor, 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 SE1/4 SE1/4 and the SW1/4 SE1/4 of Section 8, Township 4 North, Range 2 West, 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 Southeast corner of said entire tract, which point is 1163.88 feet N.89°53'49"W. along the Section line and 33.00 feet N.00°06'11"E. from the Southeast corner of said Section 8; and running thence N.89°53'49"W. 325.78 feet along the existing northerly right of way line of Antelope Drive to a point 16.71 feet perpendicularly distant northerly from the Antelope drive right of way control line of said Project, opposite approximate Engineers Station 7002+55.06; thence N.88°10'41"E. 325.96 feet to the easterly boundary line of said entire tract at a point 28.06 feet perpendicularly distant northerly from the Antelope drive right of way control line of said Project, opposite approximate Engineers Station 7005+80.82; thence S.00°06'11"W. 10.95 feet along said easterly 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 1784 square feet in area or 0.041 acre.

(Note: Rotate above bearings 00°20'24" clockwise to equal NAD83 Highway bearings)

