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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/18/2010 03:31 PM
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DEP RT REC'D FOR FOUNDERS TITLE CO
- LAYTON

**SETTLEMENT AGREEMENT
LAYTON MAIN STREET**

11-061-0055
11-061-0146

This Settlement Agreement ("Agreement") is made this 5th day of February, 2010, between The Diane Watt Family Protection Trust ("Landowner") whose address is 225 South Main Street, Layton, UT 84041 and the Utah Department of Transportation ("UDOT") 4501 South 2700 West, Salt Lake City, Utah, 84114 (collectively the "Parties").

WHEREAS UDOT is an agency of the State of Utah having the responsibility to plan, construct and maintain the safety of state transportation systems, and

WHEREAS UDOT is presently engaged in Project No. S-15-8(211)332, known as the I-15; South Layton Interchange Project (the "Project"), which includes the reconstruction of portions of Main Street (SR-126) and improvements to the Main Street and Gentile Street intersection, and

WHEREAS Landowner owns certain real property along or bordering Main Street (SR-126) in Layton, Utah, more particularly described in the attached Exhibit A, incorporated herein by reference, and

WHEREAS Landowner claims to own or claims an interest in certain real property situated and lying between the Westerly Boundary of Landowner's property described in exhibit A, and the Westerly right-of-way of Layton Main Street (SR-126), which property is also claimed by UDOT as part of the public right of way (the "Disputed Property"), and

WHEREAS Landowner and UDOT wish to settle, finally and completely, all claims of ownership, possession, use or other right or interest of any type or nature whatsoever, in and to the Disputed Property;

NOW, THEREFORE, UDOT and Landowner, in consideration of the following covenants and provisions, agree as follows:

1. UDOT will pay to Landowner, the sum of One Hundred Dollars, (\$100.00) as a full and final settlement of all claims of ownership, possession, use or other interest of any type or nature whatsoever, in and to the Disputed Property that Landowner has or may have, and as full settlement for the release of claims and other covenants herein, the receipt and sufficiency of which is hereby acknowledged by Landowner.
2. Landowner hereby releases all claims of whatever type and nature in and to the Disputed Property, including any and all claims to the ownership of any interest therein as well as all claims relating to or arising from the Landowner's use, possession or occupancy of any part of the Disputed Property.

Settlement Agreement Layton Main Street

3. Landowner covenants and agrees not to sue or bring legal judicial or administrative proceedings of any type or nature against the State of Utah, UDOT, their employees or agents, including without limitation any suit or proceeding based on an alleged taking, to quiet title, or for the recovery of money or equitable relief based on any legal theory, where such suit or proceeding arises from or relates to Landowner's claimed interest in the Disputed Property or Landowner's use, possession or occupancy of any part of the Disputed Property.

4. Landowner and UDOT agree that the boundary line between Landowner's property described in Exhibit A and the public right-of-way of SR-126 is and shall be the Westerly boundary line of Landowner's property described in Exhibit A.

5. Landowner and UDOT agree that this Agreement shall not be deemed the purchase or sale of land or of any interest therein. Landowner covenants and warrants that Landowner has not conveyed nor attempted to convey any interest in the Disputed Property, and Landowner agrees that Landowner will not hereafter convey or attempt to convey any interest in the Disputed Property. Landowner represents and warrants that landowner has the right and authority to settle, release and cancel the claims and causes of action covered by this Agreement.

6. Landowner acknowledges that Landowner had the opportunity to receive the advice of legal counsel in entering into this agreement, and understands the terms hereof, and acknowledges that this Agreement is a full and final settlement of all of Landowner's rights and interests in and to the Disputed Property, and of all claims relating to or arising from Landowner's use, possession or occupancy of any part of the Disputed Property.

7. UDOT and Landowner acknowledge that neither has admitted any liability or wrongdoing, and to the contrary, each denies the same and agrees that this agreement is entered into solely to resolve disputed claims and to avoid the inconvenience and expense of litigation. Except to the extent necessary to enforce the terms of this Agreement, this Agreement or any part thereof shall be inadmissible in any action involving UDOT or Landowner.

8. This Agreement shall be binding upon and injure to the benefit of UDOT and Landowner, their respective heirs, administrators, agents, successors, assigns, beneficiaries, grantees and affiliates.

9. This Agreement constitutes the full and entire agreement between Landowner and UDOT regarding the Disputed Property and other subject matter herein, and supersedes all prior agreements, understandings or representations by either party.

UDOT:

[Signature]
By: Lyle McMillan
Director UDOT Right-of-Way

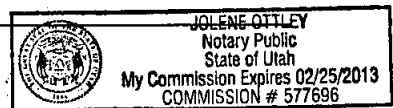
State of UTAH }
County of SALT LAKE } ss.

This instrument was acknowledged before me on this 22 day of FEBRUARY, 2010
by LYLE D. McMILLAN.

[Seal]

My commission expires: 2/25/2013

[Signature]
Notary Public
Residing at:



Landowner:

Paul L. Worth (TRUSTEE)
(Name of Landowner)

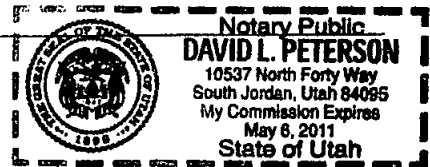
State of UTAH }
County of Davis } ss.

This instrument was acknowledged before me on this 5th day of February, 2010
by Paul L. Worth, Trustee

[Seal]

My commission expires: _____

[Signature]
Notary Public
Residing at:



UDOT:

[Handwritten Signature]

By: Lyle McMillan
Director UDOT Right-of-Way

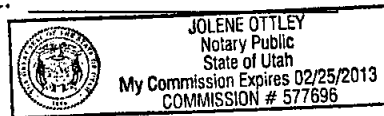
State of UTAH }
County of SALT LAKE } ss.

This instrument was acknowledged before me on this 22 day of FEBRUARY, 2010
by LYLE D. McMILLAN.

[Seal]

My commission expires: 2/25/2013

[Handwritten Signature]
Notary Public
Residing at:



Landowner:

[Handwritten Signature]
(Name of Landowner)

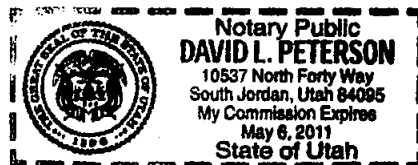
State of UTAH }
County of Davis } ss.

This instrument was acknowledged before me on this 5th day of February, 2010
by Darrel G. Watt, Trustee.

[Seal]

My commission expires: _____

[Handwritten Signature]
Notary Public
Residing at:



Settlement Agreement Layton Main Street

UDOT:

[Signature]
By: Lyle McMillan
Director UDOT Right-of-Way

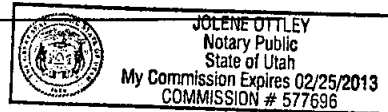
State of UTAH
County of SALT LAKE } ss.

This instrument was acknowledged before me on this 27 day of FEBRUARY, 2010
by LYLE D. McMILLAN.

[Seal]

My commission expires: 2/25/2010

[Signature]
Notary Public
Residing at:



Landowner:

[Signature]
(Name of Landowner) (TRUSTEE)

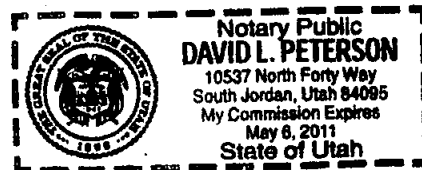
State of UTAH
County of Morgan } ss.

This instrument was acknowledged before me on this 8th day of February, 2010
by James C. Watt, Trustee

[Seal]

My commission expires: _____

[Signature]
Notary Public
Residing at: _____



Parcel 1:

Beginning on the East line of a Highway North 89° 25' West 1282.0 feet along the Section line and South 0° 35' West 1103.99 feet perpendicular to the Section line from the North Quarter corner of Section 28, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence North 89° 24' 30" East 244.13 feet; thence North 1° 45' 40" West 71.3 feet; thence South 87° 38' 20" West 170.0 feet; thence South 1° 47' East 57.9 feet; thence South 83° 14' West 74.39 feet to the point of beginning.

Parcel 1A:

TOGETHER with and Subject to a Right-of-Way over: Beginning at the Southwest corner of said property, and running thence South 25° 25' East 20.0 feet along said Highway; thence North 89° 24' 30" East 100.0 feet; thence North 1° 47' West 26.15 feet; thence South 89° 24' 30" West 34.27 feet; thence South 83° 14' West 74.39 feet to the point of beginning.

Parcel No. 2:

Beginning at a point on the Easterly line of US Highway #91, South 16.51 chains, South 89° 30', West 1373 feet more or less from the Northeast corner of the Northwest 1/4 of Section 28, Township 4 North, Range 1 West, Salt Lake Meridian; thence North 89° 24' 30" East 250 feet; thence South 27° 00' East 135.2 feet; thence North 87° 15' West 119.09 feet; thence North 25° 23' 48" West 33.15 feet; thence South 65° 28' 44" West 62.90 feet; thence North 87° 15' West 73.68 feet, more or less, to said highway line; thence North 27° 00' West 124.75 feet to place of beginning. ALSO: A part of the Northwest 1/4 of Section 28, Township 4 North, Range 1 West, Salt Lake Meridian. Beginning at a point which bears South 1206.84 feet and West 1169.65 feet from the North 1/4 corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Meridian, and running thence South 65° 28' 44" West 62.90 feet to the Easterly line of state highway; thence North 25° 23' 48" West 33.15 feet along said highway; thence South 86° 55' 30" East 71.55 feet to the place of beginning.

The following is shown for information purposes only: 11-061-0055 11-061-0146