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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/14/2010 02:59 PM  
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SPORTATION

RETURNED

APR 14 2010

SETTLEMENT AGREEMENT  
LAYTON MAIN STREET

11-061-0182  
0183, 0184

This Settlement Agreement ("Agreement") is made this 3 day of ~~February~~ <sup>March</sup>, 2010, between William E. Woodbury III ("Landowner") whose address is 265 S. Main Street, Layton Utah 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 \$7,340.00 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 Wasatch } ss.

This instrument was acknowledged before me on this 10 day of Mar, 2010, by Lyle P. McMillan

[Seal]

[Signature]  
Notary Public  
Residing at: SLU

My commission expires: 6-13-2012



Landowner:

[Signature]  
(Name of Landowner)  
William E Woodbury

State of UTAH  
County of Kane } ss.

This instrument was acknowledged before me on this 3 day of March, 2010, by William E. Woodbury

[Seal]

[Signature]  
Notary Public  
Residing at: Layton Utah

My commission expires: 5-12-2012

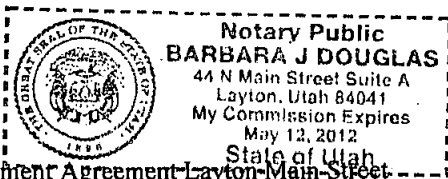


EXHIBIT "A"

Tax ID No. 11-061-0075

Parcel No. 15-8:2:BL

Project No. S-15-8(211)332

Beginning on the East line of a highway 16.51 chains (1089.66 ft.) South and 6.1 chains (402.60 ft.) South  $89^{\circ}35'$  East and South  $0^{\circ}14'$  West 514.82 feet along the west line of a street and North  $83^{\circ}40'$  West 1548.5 feet from the Northeast corner of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence North  $24^{\circ}59'$  West 91.75 feet along said highway, thence North  $64^{\circ}21'$  East 114.5 feet; thence South  $27^{\circ}39'$  East 33.77 feet, thence South  $85^{\circ}20'$  East 435 feet, more or less, to the west line of the Interstate Highway, thence Southerly along a curve on the westerly non-access line of said highway 130 feet, more or less, to a point South  $83^{\circ}40'$  East of the point of beginning, thence North  $83^{\circ}40'$  West 516 feet, more or less, to the point of beginning.

The above described tract of land contains 91.75 feet of frontage along SR-126 (Main Street).