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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

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DEP eCASH REC'D FOR FOUNDERS TITLE CO - LAYT



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-15-8(211)332	Parcel No.(s): 9, 9:A, 9:E
Job/Proj / Auth No: 51018	Pin No: 4184
Project Location: I-15: South Layton Interchange	
County of Property: DAVIS	Tax ID / Sidwell No: 11-061-0071, 11-061-0130
Property Address: 189 S. Main Street LAYTON UT, 84041	
Owner / Grantor (s): Boulder Ranch L.C.	
Owner's Address: 3651 North 100 East, Suite 125, Provo, UT, 84604	
Owner's Home Phone: (801)836-1314	Owner's Work Phone:

Acquiring Entity: Utah Department of Transportation (UDOT)

For the subject property described in the attached deed (Exhibit A). 11-061-0071, 0130

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Boulder Ranch L.C. ("Property Owners") and State of Utah, Department of Transportation ("UDOT").

Property Owners hereby grant to UDOT and its contractors permission to enter upon, take possession of, and commence construction of its public works facility, a portion of which is to be located on the property described in attached Exhibit A, subject to the terms and conditions contained herein. 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.

It is understood and agreed that the sum of \$ 447,684.50 will be paid to the Property Owners as consideration for entering into this Agreement. This amount paid to the Property Owners 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. In the event property taxes are validly assessed after the date of this Agreement, said property taxes will be the responsibility of the Property Owners.

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. It is understood that Property Owners are obligated to provide good and marketable title to the property when conveyance of any fee interest is made to UDOT. 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 compensation paid to the Property Owners herein should properly be paid to other third parties, then it shall be the sole obligation of the Property Owners to satisfy such claims and deliver good and marketable title to UDOT. It shall also be the sole obligation of the Property Owners to hold UDOT harmless as to such encumbrances by third parties.

It is understood and agreed that 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 a satisfactory settlement cannot 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 at once 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 Utah Code Annotated Section 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 this Agreement.

Additional Terms: As the Grantor, by signing this agreement I acknowledge that I have no interest or claim to any real property or property rights to land adjacent west of the subject property. Payment of \$2,684.50 is included in the amount of this agreement to satisfy the ownership issue.

Exhibits:

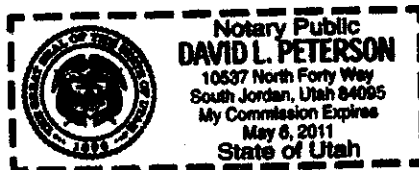
DATED this 15th day of October, 2009
[Signature] [Signature]
Property Owner Property Owner

STATE OF UTAH
County of Utah

On the 15 day of October, 2009, personally appeared before me

F. M. Winkler the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC



DATED this 27 day of OCTOBER, 2009

Lyle McMillan
Lyle McMillan, UDOT Director of Right of Way

State of UTAH

County of SALT LAKE

On the 27 day of OCTOBER, 2009, personally appeared before me

LYLE D. McMILLAN the signer(s) of this Agreement for UDOT
who duly acknowledged to me that they executed the same.

Julene Ottley

NOTARY PUBLIC



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

Exhibit "A"

Warranty Deed
(Limited Liability Company)
Davis County

Parcel No. 15-8:9
Project No. S-15-8(211)332
Affecting Tax ID. No. 11-061-0071, 0130

Boulder Ranch L.C., a Limited Liability Company of the State of Utah,
Grantor, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF
TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119,
Grantee, for the sum of _____, 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 incident to the widening of SR-126
and the realignment of the I-15 interchange known as Project S-15-8(211)332, located
in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, T. 4 N., R. 1 W., SLB&M, the
boundary lines are further described as follows:

Beginning at a northwest corner of said entire tract at a point that is 1345.64 ft
N. 89°27'20" W. along the section line, 969.10 ft S. 0°32'40" W. and 45.55 ft
N. 25°04'02" W. from the North Quarter Corner of said Section 28 more or less by
record, said point also being 1362.09 ft N. 89°06'21" W. along the section line and
941.21 ft S. 0°53'39" W. as measured from said North Quarter Corner, said point also
being 93.06 ft perpendicularly distant easterly from Engineer Station 106+80.39 for the
SR-126 control line for said project and running thence along the easterly Right of Way
Line of the frontage road for said project the following 2 courses: 1) N. 88°46'45" E.
146.78 ft along a northerly line of said entire tract and extension thereof;
2) S. 1°13'20" E. 49.37 ft to a southerly line of said entire tract; thence leaving said
Right of Way Line S. 88°54'00" W. 125.06 ft along said southerly line to a westerly line
of said entire tract; thence N. 25°04'46" W. 53.69 ft along said westerly line to the point
of beginning.

The above described parcel contains 6691 square feet or 0.154 acre.

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

Warranty Deed
(Controlled Access)
(Limited Liability Company)
Davis County

Parcel No. 15-8:9:A
Project No. S-15-8(211)332
Affecting Tax ID. No. 11-061-0071, 0130, 0159

Boulder Ranch L.C., a Limited Liability Company of the State of Utah,
Grantor, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF
TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee,
for the sum of _____ 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 incident to the widening of SR-126 and
the realignment of the I-15 interchange known as Project S-15-8(211)332, located in the
NE¼NW¼ of Section 28, T4N, R1W, SLB&M, the boundary lines are further described as
follows:

Beginning at a point in the westerly Right of Way and No-Access line of I-15 that is
220.95 ft perpendicularly distant westerly of Engineer Station 464+91.86 of the control line
for I-15 for said project, said point also being 1345.64 ft N. 89°27'20" W. along the section
line, 969.10 ft S. 0°32'40" W., 350.89 ft N. 89°29'00" E., 83.44 ft S. 1°06'00" E., and
267.28 ft N. 88°54'00" E., more or less, by record from the North Quarter Corner of said
Section 28, said point also being 727.70 ft N. 89°06'21" W. along the section line and
1035.39 ft S. 0°53'39" W. by measurement from said North Quarter Corner and running
thence along said westerly Right of Way and No-Access Line the following 2 courses:
1) Northerly 107.32 ft along the arc of a curve to the left having a radius of 1488.00 ft, the
chord bears N. 7°02'51" W 107.30 ft; 2) Northerly 320.18 ft along the arc of a curve to the
left having a radius of 1483.17 ft, the chord bears N. 11°19'00" W. 319.56 ft to a point in the
easterly line of said entire tract and the westerly right of way and no-access line of I-15
project I-15-7(18)326; thence Southerly 505.08 ft along the arc of a curve to the right
having a radius of 1838.35 ft, the chord bears S. 20°18'26" E 503.49 ft and along said

easterly line; thence Southerly 157.83 ft along the arc of a curve to the right having a radius of 1759.86 ft, the chord bears S. 9°32'38" E. 157.78 ft along said easterly line to the southerly line of said entire tract; thence N. 86°41'27" W. 100.02 ft along said southerly line to said westerly Right of Way and No-Access Line of I-15; thence along said westerly Right of Way and No-Access Line the following 2 courses: 1) N. 5°23'51" W. 142.26 ft; 2) N. 11°00'55" W. 61.69 ft to the point of beginning.

The above described parcel contains 38,185 square feet or 0.877 acre.

To enable the Utah Department of Transportation to construct and maintain a public highway as freeway, 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.

IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20_____.

STATE OF)
) ss. Boulder Ranch L.C.
) Limited Liability Company
COUNTY OF)
) Manager

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the Manager of Boulder Ranch L.C., a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said _____ acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

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

TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)
Davis County

Parcel No. 15-8:9:E
Project No. S-15-8(211)332
Affecting Tax ID. No. 11-061-0159

Boulder Ranch L.C., a Limited Liability Company of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of _____ Dollars, a temporary construction easement upon part of the Grantor's property in Davis County, State of Utah, to facilitate the demolition of buildings, construction of roadway improvements and the appurtenant parts thereof, incident to the widening of SR-126 and the realignment of the I-15 interchange known as Project S-15-8(211)332.

This temporary construction easement shall commence upon the 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 boundary lines of said part of the Grantor's property are described as follows:

Beginning at a point in the westerly Right of Way and No-Access line of I-15 that is 220.95 ft perpendicularly distant westerly of Engineer Station 464+91.86 of the control line for I-15 for said project, said point also being 1345.64 ft N. 89°27'20" W. along the section line, 969.10 ft S. 0°32'40" W., 350.89 ft N. 89°29'00" E., 83.44 ft S. 1°06'00" E., and 267.28 ft N. 88°54'00" E. from the North Quarter Corner of said Section 28 by record, said point also being 727.70 ft N. 89°06'21" W. along the section line and 1035.39 ft S. 0°53'39" W. from said North Quarter Corner by measurement and running thence S. 11°00'55" E. 61.69 ft; thence S. 5°23'51" E. 142.26 ft to the southerly line of said entire tract; thence N. 86°41'25" W. 17.11 ft along said southerly line; thence N. 3°11'45" E. 30.55 ft; thence N. 20°08'56" W. 59.84 ft; thence N. 0°06'46" E. 114.53 ft; thence S. 89°54'00" E. 10.59 ft to the point of beginning

