

RETURNED
7 2010

SETTLEMENT AGREEMENT
LAYTON MAIN STREET

E 2534803 B 5048 P 988-992
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/17/2010 04:54 PM
FEE \$0.00 Pgs: 5
DEP RT REC'D FOR UTAH DEPT OF TRANSPORTATION

11-061-0173

This Settlement Agreement ("Agreement") is made this ___ day of _____, 2010, between F.M. Winkle Family L.L.C. ("Landowner") whose address is 3651 North 100 East Suite 125, Provo, UT 84604 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:

- UDOT will pay to Landowner, the sum of Nine Thousand Four Hundred Sixty Dollars, (\$9,460.00) 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.
 - 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
- Settlement Agreement Layton Main Street

part of the Disputed Property.

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:

Deputy
By: Lyle McMillan Karen Stern
Director UDOT Right-of-Way

State of UTAH
County of SALT LAKE } ss.

This instrument was acknowledged before me on this 15 day of June, 2010
by Karen Stern

[Seal]

My commission expires: 6-13-2012

[Signature]
Notary Public
Residing at: [Signature]



Landowner:

F.M. Winkle Family LLC

By: [Signature]
Its: manager
Date: 6-10-10

State of UTAH
County of Utah } ss.

This instrument was acknowledged before me on this 10th day of June, 2010
by F.M. Winkle, manager

[Seal]

My commission expires: _____

[Signature]
Notary Public
Residing at: _____

Settlement Agreement Layton Main Street

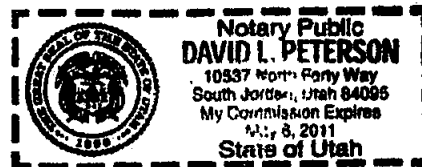
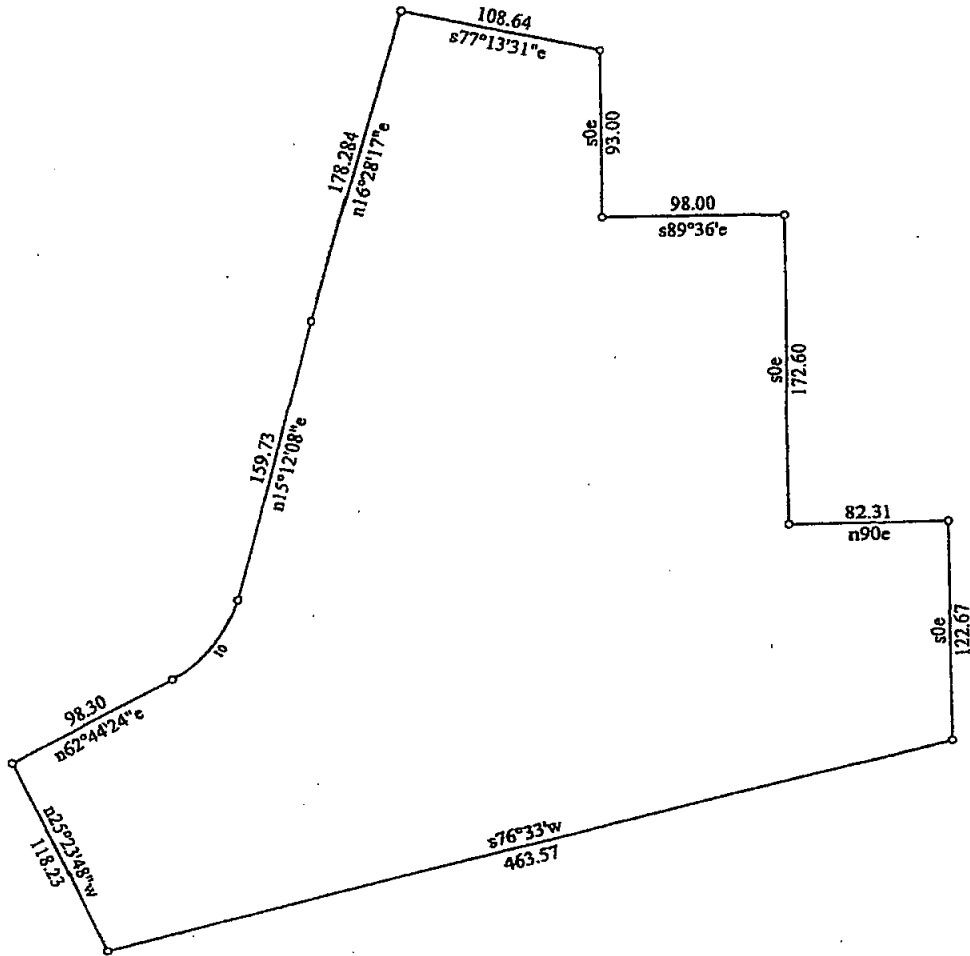


EXHIBIT "A"

Tax ID No. 11-061-0173
Parcel No. 15-8:20:BL
Project No. S-15-8(211)332

A parcel of land lying within the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as:
Beginning at a point in the centerline of Kays Creek said point being located North 89°27'20" West along section line 1271.00 feet (basis of bearing) and South 84.50 feet and North 77°13'31" West 108.64 feet from a found brass cap monument marking the North Quarter corner of said Section 28; thence South 77°13'31" East 108.64 feet to a found iron pin and cap; thence South 93.00 feet to a found iron pin and cap; thence South 89°36' East 98.00 feet to a found iron pin and cap; thence South 172.60 feet to a found iron pin and cap; thence East 82.31 feet to a found iron pin and cap; thence South 122.67 feet; thence South 76°33' West 463.57 feet to a found iron pin and cap; thence North 25°23'48" West 118.23 feet to said centerline of Kays Creek; thence northeasterly the following four calls along said centerline: North 62°44'24" East 98.30 feet to a point curvature; Northeasterly along the arc of a 70.00 foot radius curve to the left through a central angle of 47°32'16" a distance of 58.08 feet (chord bears North 38°58'16" East 56.43 feet); thence North 15°12'08" East 159.73 feet; thence North 16°28'17" East 178.284 feet to the point of beginning.

The above described tract of land contains 118.23 feet of frontage along SR-126 (Main Street),



Title:		Date: 11-10-2009
Scale: 1 inch = 100 feet	File: S-15-8(211)332_20P_20_BL_Plot.des	
Tract 1: 3.124 Acres: 136072 Sq Feet: Closure = s24.5650w 0.01 Feet: Precision = 1/323787: Perimeter = 1753 Feet		
001=s77.1331e 108.64	006=s0e 122.67	011=n15.1208e 159.73
002=s0e 93.00	007=s76.33w 463.57	012=n16.2817e 178.284
003=s89.36e 98.00	008=n25.2348w 118.23	
004=s0e 172.60	009=n62.4424e 98.30	
005=n90e 82.31	010: Lt, R=70.00, Arc=58.08, Delta=47.3216	
	Eng=N38.5816E, Chd=56.43	