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BK 6709 PG 365

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RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/23/2017 12:08 PM
FEE \$0.00 Pgs: 7
DEPT REC'D FOR UTAH DEPT OF TRANSPORTATION

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420

RETURNED
FEB 23 2017



Utah Department of Transportation Right of Entry and Occupancy Agreement

12-035-0104

Project No: S-R199(202) Parcel No.(s): 103, 103:E

Job/Proj / Auth No: 72361 Pin No: 14422
Project Location: SR-193; Extension, 2000 West to 3000 West
County of Property: DAVIS Tax ID / Sidwell No: 12-035-0104, 12-035-0103
Property Address: Approx. 2400 West 200 South SYRACUSE UT, 84075
Owner / Grantor (s): Cleone B. Cook, Trustee or her Successor Trustee of the D. Lawrence Cook Family Trust Dated November 7, 2010
Owner's Address: 2324 West 700 South, SYRACUSE, UT, 84075
Owner's Home Phone: (801)825-0343 Owner's Work Phone:

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 Cleone B. Cook, Trustee or her Successor Trustee of the D. Lawrence Cook Family Trust Dated November 7, 2010 ("Property Owners") and Utah Department of Transportation (UDOT).

Property Owners hereby grant to Deputy, 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 Deputy 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 \$452,000.00 (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. Deputy 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 Deputy.

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 Deputy to the Property Owners under this Agreement. Deputy 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 Deputy 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 Deputy 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 Deputy desires to obtain title insurance in connection with the release of the deposit, Deputy 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, Deputy 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, Deputy 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 Home Phone: (801)825-0343 Owner's Work Phone:

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

DATED this 16 day of February, 2017

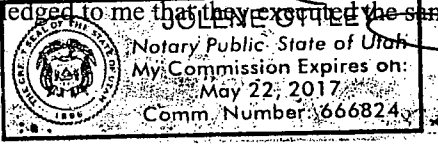
Cleone B. Cook _____
Property Owner Property Owner

Property Owner Property Owner

STATE OF UTAH
County of DAVIS

On the 16th day of FEBRUARY, 2017, personally appeared before me

CLEONE B. COOK the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same



Jolene Ottley
NOTARY PUBLIC

DATED this 21 day of FEBRUARY, 2017

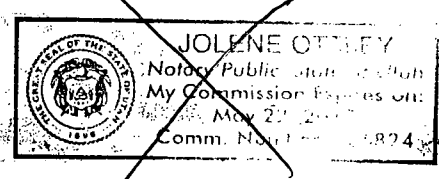
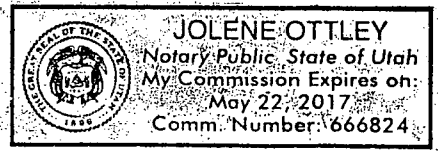
[Signature]
UDOT Director / Deputy Director of Right of Way

STATE OF UTAH
County of SALT LAKE

On the 21st day of FEBRUARY, 2017, personally appeared before me

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

Jolene Ottley
NOTARY PUBLIC



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

Warranty Deed

(TRUSTEE)

Tax ID. No. 12-035-0104

PIN No. 14422

Davis County

Project No. S-R199(202)4

Parcel No. R199:103

Cleone B. Cook, Trustee or her Successor Trustee of the D. Lawrence Cook Family Trust Dated November 7, 2010, Grantor, of Syracuse, County of Utah, State of Utah, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84114, Grantee, 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 for the extension and construction of SR-193 known as Project No. S-R199(202)4, being part of an entire tract of property situate in the NW1/4 SE1/4 of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, which point is also the center of Section 4 being 2634.63 feet N.00°28'47"E (Record NORTH 2640.00) along the quarter section line from the south quarter corner of said Section 4; and running thence S.89°32'44"E. (Record EAST) 1032.70 feet along the quarter section line and northerly boundary line to the northeast corner of said entire tract; thence S.00°30'10"W (Record SOUTH) 150.14 feet along the easterly boundary line of said entire tract to the point of curvature of a non-tangent curve to the left with a radius of 9335.00 feet to a point 75.00 feet radially distant southerly from the right of way control line of said SR-193, opposite approximate Engineers Station 137+72.37; thence westerly along said curve with an arc length of 51.79 feet, chord bears N.89°23'12"W. 51.79 feet concentric with said right of way control line to a point 75.00 feet radially distant southerly from said right of way control line, opposite Engineers Station 137+20.17; thence N.89°32'44"W. 980.84 feet parallel with said

right of way control line to the westerly boundary line of said entire tract and said quarter section line at point 75.00 feet perpendicularly distant southerly from said right of way control line, opposite approximate Engineers Station 127+39.34; thence N.00°28'47"E (Record NORTH) 150.00 feet along said westerly boundary line and said quarter section 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 154,900 square feet in area or 3.556 acres.

WITNESS, the hand of said Grantor, this ____ day of _____, A.D. 20 ____.

Signed in the presence of:

STATE OF)
) ss.
COUNTY OF)

Cleone B. Cook, Trustee

On the date first above written personally appeared before me, _____ Cleone B. Cook _____, who, being by me duly sworn, acknowledged to me that she signed the within and foregoing instrument in accordance with the authority as Trustee of the D. Lawrence Cook Family Trust Dated November 7, 2010, given under the instrument creating said Trust, and that as Trustee she executed the same.

Notary Public

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

Easement

Davis County

Tax ID No. 12-035-0104
PIN No. 14422
Project No. S-R199(202)4
Parcel No. R199:103:E

Cleone B. Cook, Trustee or her Successor Trustee of the D. Lawrence Cook Family Trust
Dated November 7, 2010, Grantor, of Syracuse, County of Davis, State of Utah,
hereby GRANTS AND CONVEYS 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 easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property situate in the NW1/4 SE1/4 Section 4, Township 5 North, Range 2 West, Salt Lake Base and Meridian, in Davis County, Utah, for the blending of slopes and relocation of Irrigation facilities, to facilitate the extension and construction of SR-193 and appurtenant parts thereof, known as Project No. S-199(202)4. This easement shall commence upon the beginning of 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 boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the southerly highway right of way line of said project and the westerly boundary line of said entire tract, which point is 2484.63 feet N.00°28'47"E (Record NORTH) and 150.00 feet S00°28'47"W Record SOUTH) from the south quarter corner of said Section 4; and running thence along said southerly highway right of way line S.89°32'44"E. 980.84 feet to the point of tangency of a curve to the right with a radius of 9335.00 feet; thence easterly along said curve with an arc length of 51.79 feet, chord bears S.89°23'12"E. 51.79 feet to the easterly boundary line of said entire tract; thence S.00°30'10"W. 10.00 feet (Record SOUTH) along said easterly boundary line to a point which is 85.00 feet radially distant southerly the right of way control line of SR-193,

opposite approximate Engineers Station 137+72.42 to the point of curvature of a non-tangent curve to the left with a radius of 9325.00 feet; thence westerly along said curve with an arc length of 51.78 feet, chord bears N.89°23'11"W. 51.78 to a point radially distant 85.00 feet southerly from said right of way control line, opposite Engineers Station 137+20.17; thence N.89°32'44"W. 980.84 feet to the westerly boundary of said entire tract at a point which is 85.00 feet perpendicularly distant southerly from said right of way control line, opposite approximate Engineers Station 127+39.33; thence N.00°28'47"E. 10.00 (Record NORTH) along said westerly 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 part of an entire tract contains 10326 square feet in area or 0.237 acre.

After said SR-193 facility is constructed at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said SR-193 facility and appurtenant parts thereof.

WITNESS, the hand of said Grantor, this ____ day of _____, A.D. 20 ____.

Signed in the presence of:

_____)	_____
STATE OF) ss.	Cleone B. Cook
COUNTY OF)	_____

On the date first above written personally appeared before me, Cleone B. Cook, who, being by me duly sworn, acknowledged to me that she signed the within and foregoing instrument in accordance with the authority as Trustee of the D. Lawrence Cook Family Trust Dated November 7, 2010, given under the instrument creating said Trust, and that as Trustee she executed the same.

Notary Public