

160211-KAP

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



## Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0091(57)22 Parcel No.(s): 104B, 104B:C

Pin No: 12614 Job/Proj No: 73855 Project Location: US-91, 3200 S, & 2000 W Intersection Realignment  
County of Property: CACHE \* Tax ID / Sidwell No: 03-013-0009  
Property Address: 3142 South Hwy 91 COLLEGE WARD UT, 84321  
Owner's Address: 2400 South 2400 West, COLLEGE WARD, UT, 84321  
Owner's Home Phone: (435)753-2792 Owner's Work Phone:  
Owner / Grantor (s): Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks Revocable Family Trust, Dated July 30th, 2022  
Grantee: Utah Department of Transportation (UDOT)/The Department

### Acquiring Entity: Utah Department of Transportation (UDOT)

### For the subject property described in the attached Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks Revocable Family Trust, Dated July 30th, 2022 ("Property Owners") and Utah Department of Transportation (UDOT).

Property Owners hereby grant to UDOT, 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 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.

The sum of \$122,300.00 (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. UDOT 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 UDOT.

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. UDOT 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 UDOT 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 UDOT 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 UDOT desires to obtain title insurance in connection with the release of the deposit, UDOT 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, 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 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 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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SIGNATURE PAGE  
TO  
UTAH DEPARTMENT OF TRANSPORTATION  
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 26th day of January

~~Signature:~~ Edward Ricks <sup>Trustee</sup> ~~Signature:~~ Mickey Ricks <sup>Trustee</sup>  
~~Print Name:~~ Edward Ricks ~~Print Name:~~ Mickey Ricks  
~~Signature:~~ Edward Ricks <sup>Trustee</sup> ~~Signature:~~ Mickey Ricks  
~~Print Name:~~ Edward Ricks ~~Print Name:~~ Mickey Ricks

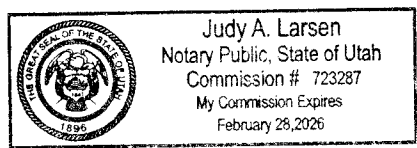
STATE OF UTAH  
County of Cache

On the 26th day of January, 2023, personally appeared before me

Edward Ricks & Mickey Ricks <sup>Trustees</sup> the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.  
Judy A. Larsen  
NOTARY PUBLIC

DATED this 2nd day of February, 2023

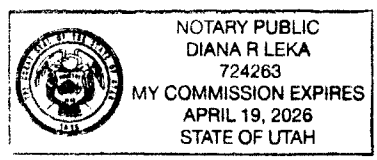
Charles A Stormont  
UDOT ~~Director~~ <sup>Deputy</sup> Director of Right of Way



STATE OF UTAH  
County of Salt Lake

On the 2 day of February, 2023, personally appeared before me

Charles A Stormont the signer(s) of this Agreement for UDOT  
who duly acknowledged to me that they executed the same.  
Diana R LeKa  
NOTARY PUBLIC



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

Exhibit A

**Warranty Deed**  
(Trustee)

Cache County

Tax ID No. 03-013-0009  
PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:104B:C

Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, Grantor(s), of College Ward, County of Cache, State of Utah, hereby CONVEYS AND WARRANTS to the LOGAN CITY, a Municipality of the State of Utah, Grantee, at 290 North 100 West, Logan, Utah 84321, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Cache County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract situate in the NE1/4 SW1/4 of Section 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying southeasterly of US Highway 91, in Cache County, State of Utah, for widening and improvements of the existing US Highway 91, known as Project No. S-0091(57)22. The boundaries of said tract of land are described as follows:

Beginning at a point 557.99 feet S.00°55'36"E. (Deed = South) and 8.55 feet West (Deed = 16.50 feet West) from the Center of said Section 19, point being 103.51 feet perpendicularly distant southeasterly from the US-91 control line of said project opposite Engineer Station 142+76.78, point also being on the east line of said entire tract, point also being the westerly right of way of 2000 West Street, and running thence South 50.02 feet along said line, to a point being 132.93 feet perpendicularly distant southeasterly from the US-91 control line of said project opposite Engineer Station 142+36.33; thence S.88°30'13"W. 49.70 feet, to a point being 93.51 feet perpendicularly distant southeasterly from the US-91 control line of said project opposite Engineer Station 142+06.06; thence N.01°22'59"W. 42.00 feet, to a point being 68.00 feet perpendicularly distant southeasterly from the US-91 control line of said project opposite Engineer Station 142+39.42; thence N.36°01'26"E. 10.09 feet, to a point being 68.00 feet perpendicularly distant southeasterly from the US-91 control line of said project opposite Engineer Station 142+49.51; thence N.88°30'13"E. 44.78 feet, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

The above tract of land contains 2,491 sq ft or 0.057 acre in area.

PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:104B:C

(Note: Rotate above bearings 00°56'00" clockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

(Note: Engineer Stations used in the above description are based on the US-91 highway control line for said Project No. S-0091(57)22).

PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:104B:C

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Edward Ricks, Trustee

\_\_\_\_\_  
Mickey Ricks, Trustee

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_ and that  
said document was signed by him/her on behalf of Edward Ricks and Mickey Ricks, as Trustees of the  
Edward And Mickey Ricks Revocable Family Trust, Dated July 30th, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

\_\_\_\_\_  
Notary Public

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_ and that  
said document was signed by him/her on behalf of Edward Ricks and Mickey Ricks, as Trustees of the  
Edward And Mickey Ricks Revocable Family Trust, Dated July 30th, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

\_\_\_\_\_  
Notary Public

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 Right of Way, Fourth Floor  
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 Salt Lake City, Utah 84114-8420

## Warranty Deed (Trustee)

Cache County

Tax ID No.	03-013-0009
PIN No.	12614
Project No.	S-0091(57)22
Parcel No.	0091:104B

Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, Grantor(s), of College Ward, County of Cache, State of Utah, hereby CONVEYS AND WARRANTS 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 parcel of land in Cache County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract situate in the NE1/4 SW1/4 of Section 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying southeasterly of US Highway 91, in Cache County, State of Utah, for widening and improvements of the existing US Highway 91, known as Project No. S-0091(57)22. The boundaries of said tract of land are described as follows:

Beginning at a point 497.60 feet S.00°55'36"E. (Deed = South) and 7.57 feet West (Deed = 16.50 feet West) from the Center of said Section 19, point being 68.00 feet perpendicularly distant southeasterly from the US-91 control line of said project opposite Engineer Station 143+25.62, point also being on the east line of said entire tract, and running thence S.36°01'26"W. 238.62 feet, to a point being 68.00 feet perpendicularly distant southeasterly from the US-91 control line of said project opposite Engineer Station 140+87.00; thence N.53°58'34"W. 13.69 feet, to a point being 54.31 feet perpendicularly distant southeasterly from the US-91 control line of said project opposite Engineer Station 140+87.00, point also being on the westerly line of said entire tract, also being the easterly right of way of US-91; thence N.35°10'00"E. (Deed = N.36°06'E.) 262.88 feet along said line, point being on said east line of said entire tract, point also being the northwesterly right of way of 2000 West Street; thence South 29.96 feet along said line, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

The above tract of land contains 3,901 sq ft or 0.090 acre in area.

PIN No.	12614
Project No.	S-0091(57)22
Parcel No.	0091:104B

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PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:104B

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Edward Ricks, Trustee

\_\_\_\_\_  
Mickey Ricks, Trustee

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_ and that  
said document was signed by him/her on behalf of Edward Ricks and Mickey Ricks, as Trustees of the  
Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

\_\_\_\_\_  
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\_\_\_\_\_  
Notary Public