

WHEN RECORDED, MAIL TO:
North Logan City Corporation
2076 N. 1200 E.

North Logan, UT 84321



North Logan City Corporation Right of Entry and Occupancy Agreement

Project No: F-R199(335) Parcel No.(s): 104:2E, 104:3E, 104:C, 104:E

Pin No: 19733 Job/Proj No: 55913 Project Location: No. Logan, 2500 North Round-About
County of Property: CACHE Tax ID / Sidwell No: 07-118-0005
Property Address: 2510 North 800 East NORTH LOGAN UT, 84341
Owner's Address: 2510 North 800 East, NORTH LOGAN, UT, 84341
Owner's Home Phone: (435)232-5324 Owner's Work Phone:
Owner / Grantor (s): Bonnie Susan Smart
Grantee: North Logan City Corporation

Acquiring Entity: North Logan City Corporation

For the subject property described in the attached Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Bonnie Susan Smart ("Property Owners") and North Logan City Corporation.

Property Owners hereby grant to North Logan City Corporation, 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 North Logan City Corporation 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 \$10,000.00 (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 and the Memorandum of Understanding. North Logan City Corporation 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 North Logan City Corporation.

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 North Logan City Corporation to the Property Owners under this Agreement. North Logan City Corporation 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 North Logan City Corporation 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 North Logan City Corporation 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 North Logan City Corporation desires to obtain title insurance in connection with the release of the deposit, North Logan City Corporation 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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Grantee: North Logan City-Corporation

a satisfactory settlement can not be agreed upon, North Logan City Corporation 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, North Logan City Corporation 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 North Logan City Corporation'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 / Grantor (s): Bonnie Susan Smart
Grantee: North Logan City Corporation

SIGNATURE PAGE
TO
NORTH LOGAN CITY CORPORATION
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 27th day of November, 2024

Signature: *Susan Smart*
Print Name: _____

Signature: *Susan Smart*
Print Name: _____

Signature: _____
Print Name: _____

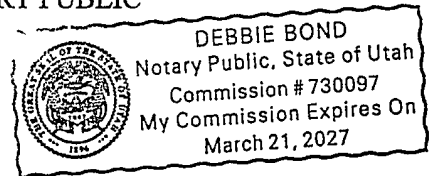
Signature: _____
Print Name: _____

STATE OF UTAH
County of Cache

On the 27 day of November, 2024, personally appeared before me

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

Debbie Bond
NOTARY PUBLIC



DATED this 27th day of November, 2024

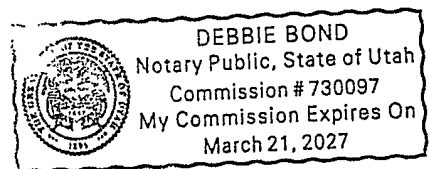
Lindsay Peterson
Lindsay Peterson, Mayor of North Logan

STATE OF UTAH
County of Cache

On the 27 day of November, 2024, personally appeared before me

Lindsay Peterson the signer(s) of this Agreement for North Logan City Corporation
who duly acknowledged to me that they executed the same.

Debbie Bond
NOTARY PUBLIC



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Owner / Grantor (s): Bonnie Susan Smart
Grantee: North Logan City Corporation

Exhibit A, consisting of:

- Temporary Easement, Tax ID No. 07-118-0005, Parcel No. R199: 104:E
- Temporary Easement, Tax ID No. 07-118-0005, Parcel No. R199: 104:2E
- Temporary Easement, Tax ID No. 07-118-0005, Parcel No. R199: 104:3E

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

Temporary Easement
(Individual)
Cache County

Tax ID No. 07-118-0005
Pin No. 19733
Project No. F-R199(335)
Parcel No. R199:104:E

Bonnie Susan Smart, Grantor, of North Logan City, County of Cache, State of Utah, hereby **GRANTS AND CONVEYS** to UTAH DEPARTMENT OF TRANSPORTATION, AT 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, 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 temporary easement, being part of an entire tract of property for the construction of a roundabout known as Project No. F-R199(335), situated in Lot 5 of North Park Subdivision, recorded June 9, 1977 as Entry No. 403505 of official records of said county and in Lot 2 of Block 17 of Plat "F" of the Logan Farm Survey in the NW1/4SW1/4 of Section 14, T.12N., R.1E., S.L.M. The 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 easement are described as follows:

Beginning at a point on the west line of said Lot 5, which point is 41.74 feet N.0°00'00"E. from the southwest corner of said Lot 5; thence N.0°00'00"E. 55.82 feet along said west line; thence S.89°53'47"E. 7.93 feet; thence S.0°04'53"W. 32.04 feet; thence S.24°00'29"E. 25.09 feet; thence S.87°18'39"W. 18.11 feet 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 easement contains 559 square feet or 0.013 acre in area, more or less.

Pin No. 19733
Project No. F-R199(335)
Parcel No. R199:104:E

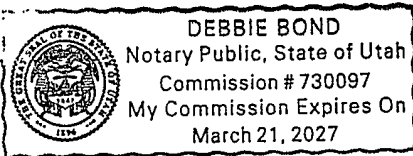
(Note: Rotate all bearings in the above description 1°23'37" clockwise to obtain highway bearings)

STATE OF Utah)
COUNTY OF Cache) ss.

Bonnie Susan Smart
Bonnie Susan Smart

On this 21 day of November, in the year 2024, before me personally appeared Bonnie Susan Smart, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same.

Debbie Bond
NOTARY PUBLIC



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Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement
(Individual)
Cache County

Tax ID No. 07-118-0005
Pin No. 19733
Project No. F-R199(335)
Parcel No. 199:104:3E

Bonnie Susan Smart, Grantor, of North Logan City, County of Cache, State of Utah, hereby **GRANTS AND CONVEYS UTAH DEPARTMENT OF TRANSPORTATION, AT 4501 South 2700 West, Salt Lake City, Utah 84119**, Grantee, 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 temporary easement, being part of an entire tract of property for the construction of a roundabout known as Project No. F-R199(335), situated in Lot 5 of North Park Subdivision, Entry No. 403505 recorded June 9th, 1977 of official records of said county, and in Lot 2 of Block 17 of Plat "F" of the Logan Farm Survey in the NW1/4SW1/4 of Section 14, T.12N., R.1E., S.L.M. The 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 easement are described as follows:

Beginning at a point on the south line of said Lot 5, which point is 61.22 feet N.89°14'11"E. from the southwest corner of said Lot 5; thence N.42°07'39"E. 23.49 feet; thence N.0°32'38"W. 23.63 feet; thence N.88°37'25"E. 11.32 feet; thence S.22°34'20"E. 44.12 feet to the south line of said lot; thence S.89°14'11"W 43.79 feet 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 easement contains 939 square feet or 0.022 acre in area, more or less.

(Note: Rotate all bearings in the above description 1°22'35" clockwise to obtain highway bearings)

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~~Temporary Easement
(Individual)
Cache County~~

Tax ID No. 07-118-0005
Pin No. 19733
Project No. F-R199(335)
Parcel No. R199:104:2E

Bonnie Susan Smart, Grantor, of North Logan City, County of Cache, State of Utah, hereby GRANTS AND CONVEYS to UTAH DEPARTMENT OF TRANSPORTATION, AT 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, 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:

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Beginning at a point on the south line of said Lot 5, which point is 8.58 feet N.89°14'11"E. from the southwest corner of said Lot 5, said point is the beginning of a 38.50-foot non-tangent curve to the right; thence northwesterly 3.42 feet along the arc of said curve (Note: Chord of said curve bears N.31°30'52"W. 3.42 feet; Central angle equals 5°05'26") to the beginning of a 68.50-foot radius curve to the right; thence northwesterly 18.96 feet along the arc of said curve (Note: Chord of said curve bears N.21°02'24"W. 18.90; Central angle equals 15°51'28") to the west line of said lot; thence N.0°01'01"E. (N.0°00'00"E. by record) 13.63 feet along said west line;

