

✓ 08-477-0010 PK

When recorded, mail to
UDOT
Right of way, Fourth Floor
Box #420
Salt Lake City, UT 84114-0420

01/2



Utah Department of Transportation

RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

Project No.: S-R199(229) Parcel No(s): 255B:2E, 255B:E
Job/Proj/Auth No.: 72698 Pin No.: 11268
Project Location: SR-177, West Davis Hwy: I-15 & SR-67 to SR-193
County of Property: DAVIS Tax Id/Sidwell No.: 08-477-0010
Property Address: 1224 South 630 West FARMINGTON UT, 84025
Owner: Association of Unit Owners of Farmington Bay Warehouse Condominiums
Owner's Address: 845 North 400 West, North Salt Lake, UT, 84054
Owner phone 801-450-0500

E 3464133 B 7969 P 271-291
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/18/2022 09:32 AM
FEE \$0.00 Pgs: 21
DEPT REC'D FOR UTAH DEPT OF TRANSPORTATION

IN CONSIDERATION of the mutual covenants herein, the above Owners and the Utah Department of Transportation ("UDOT") enter into this Right of Entry and Occupancy Agreement ("Agreement") and agree as follows:

- SUBJECT PROPERTY.** The Subject Property referred to in this Agreement is identified as parcel number(s) 255B:2E, 255B:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- IMMEDIATE OCCUPANCY.** Owners hereby grant to UDOT, its employees and contractors, including but not limited to utility service providers and their contractors performing work as part of the UDOT project identified above, the right to immediately occupy the Subject Property and to do whatever construction, relocation of utilities, and other work as required in furtherance of the above referenced project. Owners represent and warrant that they have the right to grant occupancy of the Subject Property to UDOT.
- ADVANCE PAYMENT.** UDOT agrees to pay Owners the sum of \$23,100.00 (the "Advance Payment") as consideration for entering into this Agreement and as an advance payment on the just compensation to be awarded in a court proceeding or through arbitration or settlement. The Advance Payment shall be applied as a credit towards amounts owed by UDOT at a closing for sale of the Subject Property to UDOT, or if Owner and UDOT fail to agree on a purchase price for the Subject Property, the Advance Payment shall be considered a payment pursuant to Utah Code § 78B-6-510(3) in any lawsuit to condemn the Subject Property. Such Advance Payment shall provide the parties with all the rights and restrictions in Utah Code § 78B-6-510.
- PURPOSE OF AGREEMENT.** UDOT requires immediate occupancy of the Subject Property so that construction of the above-referenced project can begin. This Agreement alleviates the need to immediately file an eminent domain lawsuit to obtain occupancy and allows Owner and UDOT to continue negotiations for the sale of the Subject Property and interests therein. Upon receipt of the Advance Payment, Owners abandon all defenses to a condemnation lawsuit except a claim for greater compensation, as provided in Utah Code § 78B-6-510.
- IF NEGOTIATIONS ARE SUCCESSFUL.** UDOT and Owners agree that negotiations under this Agreement will be deemed to be successful only if the terms of sale to UDOT of all interests in the Subject Property have been set forth in fully signed written contract(s).
- IF NEGOTIATIONS ARE UNSUCCESSFUL.** If UDOT and Owners have not entered into a written contract or contracts for the sale to UDOT of all interests of Owners in the Subject Property within 90 days following the last signature to this Agreement, UDOT may then file a lawsuit to condemn the Subject Property. Upon written request by Owners pursuant to paragraph 8, UDOT will commence a condemnation lawsuit within 30 days following such request. Such notice may be given

by Owner at any time. The occupancy granted to UDOT under this Agreement shall continue throughout any lawsuit to condemn the Subject Property, but UDOT shall have the right to move for and obtain a court order of occupancy, which Owners agree not to contest so long as it is not materially inconsistent with this Agreement.


The date on which the right to compensation and damages, if any, shall be deemed to have accrued for purposes of a condemnation lawsuit or other valuation proceeding, shall be the date of the first signature to this Agreement, or other date as ordered by the court.

- 7. **NOTICES AND REQUESTS.** All notices or requests required or contemplated under this Agreement shall be (a) in writing; (b) signed by the Owner or UDOT; and (c) sent by certified U.S. mail to the Owners at the address set forth at page 1 of this Agreement, or to UDOT at: Right of Way Division, Director of Right of Way, 4501 South 2700 West, Box 148420, Salt Lake City, Utah 84114-8420.
- 8. **UDOT'S RIGHT TO CANCEL.** If the Subject Property becomes unnecessary for a public use or is no longer required for the construction of the project referenced above, UDOT may cancel this Agreement by written notice to Owners and will have no obligation to purchase or condemn the Subject Property. However, UDOT will jointly pay Owners, in accordance with their interest, the reasonable rental value of the Subject Property for the period of occupancy and will restore the Subject Property due to any disturbance or construction caused by UDOT during occupancy, or in the alternative, UDOT may elect to pay Owner the cost of such restoration. The Advance Payment shall be repaid to UDOT in accordance with Utah law. In addition, if UDOT cancels this Agreement after filing a condemnation action, it shall be considered an abandonment pursuant to Utah Code § 78B-6-517 and all provisions of that Section shall apply.

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 Owner: Association of Unit Owners of Farmington Bay Warehouse Condominiums
 Owner's Address: 845 North 400 West, North Salt Lake, UT, 84054
 Owner phone 801-450-0500

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

DATED this 7 day of FEB, 2022


 Property Owner
 Troy Johnson

 Property Owner

_____ Property Owner

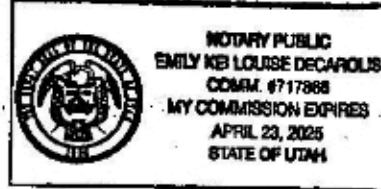
_____ Property Owner

STATE OF UTAH
 County of DAVIS

On the 7th day of FEBRUARY, 2022, TROY JOHNSON, personally appeared

before me as the signer(s) of the Agreement set forth above, who duly acknowledged to me that he/she/they executed the same.

Emily Kiri Lou Decarolis
NOTARY PUBLIC



Project No.: S-R199(229) Parcel No(s): 255B:2E, 255B:E
Job/Proj/Auth No.: 72698 Pin No.: 11268
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Owner phone 801-450-0500

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

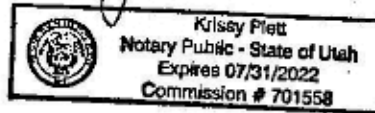
DATED this 17th day of February, 2022

Charles A. Stormont
Charles A. Stormont,
UDOT Director of Right of Way

STATE OF UTAH
County of Salt Lake

On the 17 day of February, 2022 Charles A Stormont, personally appeared before me as the signer(s) of the Agreement set forth above, who duly acknowledged to me that he/she/they executed the same.

Krisey Platt
NOTARY PUBLIC



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

Easement
(CORPORATION)
Davis County

Tax ID No. 08-477-0010
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:255B:E

Association of Unit Owners of Farmington Bay Warehouse Condominiums,
a corporation of the State of Utah, Grantor, 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 perpetual easement, upon part of an entire tract of property, situate in the common
area of, Farmington Bay Warehouse Condominiums, according to the official plat thereof,
recorded December 02, 2010 as Entry No. 2570816 in Book 5162 at Page 960 in the office
of the Davis County Recorder, situate in the SW1/4 SE1/4 of Section 25, Township 3 North,
Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing
(reconstructing) and maintaining thereon roadway facilities, overhead and buried utilities
and appurtenant parts thereof including, but not limited to fiber optics, lighting facilities,
communication cables, storm drains, irrigation ditches and pipes, water lines, sewer lines,
gas lines, and highway appurtenances including but not limited to slopes and traffic signs to
facilitate the construction of SR-67 West Davis Highway, known as Project
No. S-R199(229). This easement includes the right to construct, maintain, and continue the
existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by
Grantee. This easement shall run with the real property and shall be binding upon the
Grantor, successors, heirs and assigns, and includes and conveys all rights of Grantor to
change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said
part of an entire tract are described as follows:

Beginning at the Northeast corner of said Condominium Plat; and running thence
S.11°07'26"E. 74.65 feet along the easterly boundary line of said Condominium Plat to a
point 436.06 feet perpendicularly distant southerly from the SR-67 right of way control line

of said Project, opposite approximate Engineers Station 1017+31.80; thence N.72°22'50"W. 7.45 feet; thence N.10°41'38"W. 40.58 feet to a point 394.43 feet perpendicularly distant southerly from the SR-67 right of way control line of said Project, opposite Engineers Station 1017+47.81; thence S.78°54'05"W. 23.53 feet; thence N.11°05'55"W. 30.47 feet to the northerly boundary line of said Condominium Plat at a point 370.02 feet perpendicularly distant southerly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1017+77.59; thence N.78°52'34"E. 29.75 feet along said northerly 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 1,178 square feet in area or 0.027 acre.

(Note: Rotate above bearings 00°19'26" clockwise to equal NAD83 Highway bearings)

STATE OF _____) Association of Unit Owners of Farmington
) Bay Warehouse Condominiums
) ss.
 COUNTY OF _____)
 By _____

On this _____ day of _____, in the year 20____, before me personally appeared
Association of Unit Owners of Farmington Bay Warehouse Condominiums,
 whose identity is personally known to me (or proven on the basis of satisfactory evidence)
 and who by me being duly sworn/affirmed, did say that he/she is the
 _____ of Association of Unit Owners of Farmington Bay Warehouse
Condominiums and that said document was signed by him/her on behalf of said
Association of Unit Owners of Farmington Bay Warehouse Condominiums
 by Authority of its _____.

 Notary Public

STATE OF _____)
) ss. GREEN SOURCE, L.L.C.
COUNTY OF _____)

By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of GREEN SOURCE, L.L.C. and that said document was signed by him/her on behalf of said GREEN SOURCE, L.L.C. by Authority of its _____.

Notary Public

STATE OF) ATTILA MANAGEMENT LLC
) ss.
COUNTY OF)
By _____

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of ATTILA MANAGEMENT LLC and that said document was signed by him/her on behalf of said ATTILA MANAGEMENT LLC by Authority of its _____.

Notary Public

STATE OF)
) ss. Spendlove Plumbing, Inc.
COUNTY OF)
By _____

On this ____ day of _____, in the year 20____, before me personally appeared Spendlove Plumbing, Inc., whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Spendlove Plumbing, Inc. and that said document was signed by him/her on behalf of said Spendlove Plumbing, Inc. by Authority of its _____.

Notary Public

STATE OF _____) 650 Investments, LLC
) ss.
COUNTY OF _____)
By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of 650 Investments, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said 650 Investments, LLC, a Utah limited liability company by Authority of its _____.

Notary Public

STATE OF _____) MMKC, LLC
) ss. _____
COUNTY OF _____)
By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of MMKC, LLC and that said document was signed by him/her on behalf of said MMKC, LLC by Authority of its _____.

Notary Public

STATE OF _____) FBC 2, LLC
) ss.
COUNTY OF _____)
By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of FBC 2, LLC and that said document was signed by him/her on behalf of said FBC 2, LLC by Authority of its _____.

Notary Public

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

Easement
(CORPORATION)
Davis County

Tax ID No. 08-477-0010
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:255B:2E

Association of Unit Owners of Farmington Bay Warehouse Condominiums,
a corporation of the State of Utah, Grantor, 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
common area of, Farmington Bay Warehouse Condominiums, according to the official plat
thereof, recorded December 02, 2010 as Entry No. 2570816 in Book 5162 at Page 960 in
the office of the Davis County Recorder, situate in the SW1/4 SE1/4 of Section 25,
Township 3 North, Range 1 West, Salt Lake Base and Meridian, for the purpose of
blending of slopes, a driveway reconstruct and appurtenant parts thereof to facilitate the
construction of SR-67 West Davis Highway, known as Project No. S-R199(229). 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 in the northerly boundary line of said Condominium Plat at a point
370.02 feet perpendicularly distant southerly from the SR-67 right of way control line of said
Project, opposite approximate Engineers Station 1017+77.59, which point is 29.75 feet
S.78°52'34"W. from the Northeast corner of said Condominium Plat; and running thence
S.11°05'55"E. 30.47 feet; thence N.78°54'05"E. 23.53 feet; thence S.10°41'38"E.
29.48 feet; thence S.78°56'46"W. 34.35 feet to a point 430.90 feet perpendicularly distant
southerly from the SR-67 right of way control line of said Project, opposite Engineers

Station 1017+74.86; thence N.11°03'14"W. 59.93 feet to the northerly boundary line of said Condominium Plat at a point 372.49 feet perpendicularly distant southerly from the SR-67 right of way control line of said Project, opposite approximate Engineers Station 1017+88.28; thence N.78°52'34"E. 10.98 feet along said northerly 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 1,350 square feet in area or 0.031 acre.

(Note: Rotate above bearings 00°19'26" clockwise to equal NAD83 Highway bearings)

STATE OF)
) ss.
COUNTY OF)
Association of Unit Owners of Farmington
Bay Warehouse Condominiums

By _____

On this ____ day of _____, in the year 20____, before me personally appeared
Association of Unit Owners of Farmington Bay Warehouse Condominiums,
whose identity is personally known to me (or proven on the basis of satisfactory evidence)
and who by me being duly sworn/affirmed, did say that he/she is the
_____ of Association of Unit Owners of Farmington Bay Warehouse
Condominiums and that said document was signed by him/her on behalf of said
Association of Unit Owners of Farmington Bay Warehouse Condominiums
by Authority of its _____.

Notary Public

PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:255B:2E

STATE OF)
) ss.
COUNTY OF)

By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of GREEN SOURCE, L.L.C. and that said document was signed by him/her on behalf of said GREEN SOURCE, L.L.C. by Authority of its _____.

Notary Public

STATE OF _____) ATTILA MANAGEMENT LLC
) ss.
COUNTY OF _____)
By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of ATTILA MANAGEMENT LLC and that said document was signed by him/her on behalf of said ATTILA MANAGEMENT LLC by Authority of its _____.

Notary Public

STATE OF)
) ss. Spendlove Plumbing, Inc.

COUNTY OF)

By _____

On this ____ day of _____, in the year 20____, before me personally appeared
Spendlove Plumbing, Inc., whose identity is personally known to me (or proven
on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say
that he/she is the _____ of Spendlove Plumbing, Inc. and that
said document was signed by him/her on behalf of said Spendlove Plumbing, Inc.
by Authority of its _____.

Notary Public

STATE OF) 650 Investments, LLC
) ss.
COUNTY OF)
By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of 650 Investments, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said 650 Investments, LLC, a Utah limited liability company by Authority of its _____.

Notary Public

PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:255B:2E

STATE OF) MMKC, LLC

) ss.

COUNTY OF)

By _____

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of _____ MMKC, LLC _____ and that said document was signed by him/her on behalf of said _____ MMKC, LLC _____ by Authority of its _____.

Notary Public

STATE OF _____) FBC 2, LLC
) ss.
COUNTY OF _____)

By _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of FBC 2, LLC and that said document was signed by him/her on behalf of said FBC 2, LLC by Authority of its _____.

Notary Public