

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

3520844
BK 8211 PG 590

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/13/2023 2:40:00 PM
FEE \$40.00 Pgs: 6
DEP eCASH REC'D FOR COTTONWOOD TITLE IN



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(229) Parcel No.(s): 583B

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193
County of Property: DAVIS Tax ID / Sidwell No: 12-091-0116
Property Address: 2893 West 1700 South SYRACUSE UT, 84075
Owner's Address: 2893 West 1700 South, SYRACUSE, UT, 84075
Owner's Home Phone: (801)784-5211 Owner's Work Phone:
Owner / Grantor (s): Syracuse Arts Academy, a Utah non-profit corporation
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 Syracuse Arts Academy, a Utah non-profit corporation ("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 \$500.00 (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 24 day of February, 2023

Signature: [Handwritten Signature]
Print Name: _____

Signature: _____
Print Name: _____

Signature: [Handwritten Signature]
Print Name: _____

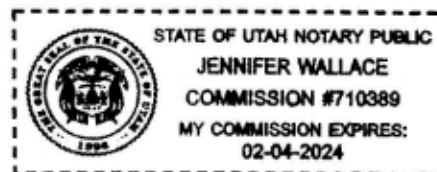
Signature: _____
Print Name: _____

STATE OF UTAH
County of DAVIS

On the 24 day of FEBRUARY, 2023, personally appeared before me

[Handwritten Signature] the signer(s) of the Agreement set forth above
who duly acknowledged to me that they executed the same.

[Handwritten Signature]
NOTARY PUBLIC



DATED this 6th day of March, 2023

Signature: [Handwritten Signature]
Charles A. Stormont
UDOT Director of Right of Way

STATE OF UTAH
County of Salt Lake

On the 6th day of March, 2023, personally appeared before me

[Handwritten Signature] the signer(s) of this Agreement for UDOT
who duly acknowledged to me that they executed the same.

[Handwritten Signature]
NOTARY PUBLIC

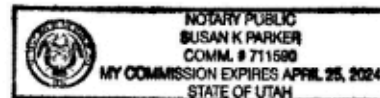


EXHIBIT "A"

583B – Warranty Deed

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

Warranty Deed

(NON-PROFIT CORPORATION)

Davis County

Tax ID. 12-091-0116

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:583B

Syracuse Arts Academy, a Utah non-profit corporation, Grantor, 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 Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4 NW1/4 of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR 67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly boundary line of said entire tract, said point being in the southerly right of way line of Antelope Drive of said Project at a point 55.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+20.81, which point is 33.01 feet S.89°49'43"E. along the Section line and 41.21 feet S.00°10'17"W. and 642.98 feet S.89°49'43"E. from the Northwest Corner of said Section 16; and running thence S.89°49'43"E. 4.69 feet along said southerly right of way line; thence S.22°53'07"E. 6.52 feet to a point 61.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+28.06; thence N.89°49'43"W. 7.25 feet, parallel with said right of way control line, to a point 61.73 feet perpendicularly distant southerly from the Antelope Drive right of way control line of said Project, opposite approximate Engineers Station 7024+20.81; thence N.00°09'59"E. 6.00 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.

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Project No. S-R199(229)
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The above described parcel of land contains 36 square feet in area or 0.001 acre.

(Note: Rotate above bearings 00°20'43" clockwise to equal Highway bearings)

STATE OF _____)
) ss. Syracuse Arts Academy
COUNTY OF _____)

Signature

Print Name and Title

On this the _____ 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 is the _____ of
Syracuse Arts Academy, a Utah non-profit corporation, and that said document
was signed by him/her on behalf of said Syracuse Arts Academy by authority of
its _____.

Notary Public