

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

3586712
BK 8583 PG 403

E 3586712 B 8583 P 403-410
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/12/2024 12:54:45 PM
FEE: \$0.00 Pgs: 8
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-I15-8(157)336 Parcel No.(s): 138, 138:E

Pin No: 15682 Job/Proj No: 72701 Project Location: I-15; 1800 North Interchange
County of Property: DAVIS * Tax ID / Sidwell No: 13-080-0054
Property Address: 85 West 1800 North SUNSET UT, 84015
Owner's Address: 200 West 1300 North, Sunset, UT, 84015
Owner's Home Phone: Owner's Work Phone: (801)668-5312
Owner / Grantor (s): Sunset City
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 Sunset City ("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 \$268,300.00 (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]

Project No: S-115-8(157)336 Parcel No.(s): 138, 138:E

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

DATED this 16th day of August, 2024

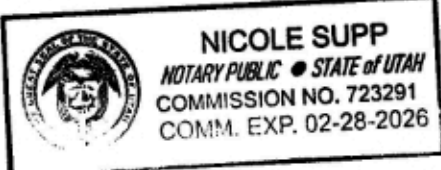
Signature: [Signature]
Print Name: Scott Wiggill

Signature: [Signature]
Print Name: Scott Wiggill
Signature: [Signature]
Print Name: Manager

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

STATE OF UTAH
County of DAVIS



On the 16th day of August, 2024, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 27 day of August, 2024

[Signature]
Ross Crowe
UDOT Director of Right of Way

STATE OF UTAH
County of SALT LAKE

On the 27th day of AUGUST, 2024, personally appeared before me

ROSS CROWE the signer(s) of this Agreement for UDOT
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

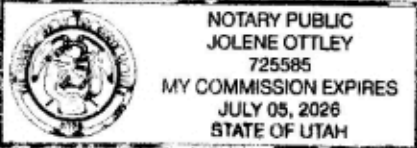


Exhibit A

138 Quit Claim

138:E Temporary Easement

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

3586712
BK 8583 PG 407

Quit Claim Deed

(CITY)

Davis County

Tax ID No. 13-080-
0054

Pin No. 15682

Project No. S-115-8(157)336

Parcel No. 115-8:138

Sunset City, Grantor, a municipal corporation of the State of Utah, hereby QUIT CLAIMS 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 consideration, 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 NE1/4 SE1/4 of Section 26, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to I-15; 1800 North Interchange, known as project number S-115-8(157)336. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, which point is on the south right of way line of SR-37 (1800 North Street), which point is also 361.10 feet West and 33.00 feet South from the Northeast corner of the Southeast Quarter of said Section 26; and running thence along the north boundary line of said entire tract and said south right of way line East. 99.72 feet (98.00 feet per deed), more or less, to the northeast corner of said entire tract; thence along the easterly boundary line of said entire tract S.00°17'23"E. (South per deed) 106.00 feet to a point which is 83.50 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 344+85.27; thence West 100.98 feet (98.00 feet per deed), more or less to the westerly boundary line of said entire tract, which point also is 83.50 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 343+84.29; thence along said westerly boundary line N.00°23'22"E. 106.00 feet, more or less, to the point of beginning as shown on the official map of said project on file

Pin No. 15682
Project No. S-115-8(157)336
Parcel No. 115-8:138

at the office of the Utah Department of Transportation. The above described parcel of land contains 10,637 square feet or 0.244 acre in area, more or less.

(Note: Rotate above bearings 00°24'16" clockwise to equal NAD83 project bearings.)

		Sunset City
STATE OF)	_____
) ss.	_____
COUNTY OF)	Signature

		Print Name and Title

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 Sunset City and that said document was signed by him/her on behalf of said Sunset City 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

3586712
BK 8583 PG 409

Temporary Easement

(CITY)

Davis County

Tax ID No. 13-080-0054
Pin No. 15682
Project No. S-115-8(157)336
Parcel No. 115-8:138:E

Sunset City, Grantor, a municipal corporation of the 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 consideration, 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 NE1/4 SE1/4 of Section 26, T.5N., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to I-15; 1800 North Interchange, known as project number S-115-8(157)336. 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 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.

Beginning at the intersection of the westerly boundary line of said entire tract and the southerly project right of way line of SR-37 (1800 North Street), which point is 361.10 feet West and 33.00 feet South and 106.00 feet S.00°23'22"W. from the Northeast Corner of the Southeast Quarter of said Section 26, which point is also 83.50 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 343+84.29; and running thence along said southerly project right of way line East 100.98 feet (98.00 feet per deed), more or less, to the easterly boundary line of said entire tract; thence along said easterly boundary line S.00°17'23"E. (South per deed) 35.00 feet; thence West 101.39 feet (98.00 feet per deed) to the westerly boundary line of said entire tract; thence along said

Pin No. 15682
Project No. S-115-8(157)336
Parcel No. 115-8:138:E

westerly boundary line N.00°23'22"E. 35.00 feet to the point of beginning. The above described easement contains 3,541 square feet or 0.081 acre in area, more or less.

(Note: Rotate above bearings 00°24'16" clockwise to equal NAD83 project bearings.)

		Sunset City
STATE OF)	_____
) ss.	_____
COUNTY OF)	Signature

		Print Name and Title

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 Sunset City and that said document was signed by him/her on behalf of said Sunset City by Authority of its _____.

Notary Public