

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

ENT 23525:2018 PG 1 of 11
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Mar 12 3:39 PM FEE 0.00 BY SW
RECORDED FOR COTTONWOOD TITLE



100772-WHP

Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-0068(109)27 Parcel No.(s): 289:A, 289:E
Pin No: 15275 Job/Proj No: 54961 Project Location: SR-68; Village Pkwy. to Grandview in Saratoga Spgs
County of Property: UTAH Tax ID / Sidwell No: 58:035:0059
Property Address: "NE1/4 of Section 23, T.5S. R.1W. S.L.B.&M., and NW1/4 NW1/4 of Section 24, T.5S. R.1W. S.L.B.&M." SARATOGA SPRI
Owner's Address: P.O. Box 37, LEHI, UT, 84043
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Scott C. McLachlan
Grantee: Utah Department of Transportation (UDOT)/The Department

Acquiring Entity: Utah Department of Transportation (UDOT)

For the subject property described in the attached deed (Exhibit A).

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Scott C. McLachlan ("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 \$89,700.00 (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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 Owner's Address: P.O. Box 37,LEHI,UT,84043
 Owner's Home Phone: Owner's Work Phone:
 Owner / Grantor (s): Scott C- McLachlan
 Grantee: Utah Department of Transportation (UDOT)/The Department

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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 Owner's Address: P.O. Box 37, LEHI, UT, 84043
 Owner's Home Phone: Owner's Work Phone:
 Owner/ Grantor (s): Scott C. McLachlan
 Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 2nd day of February, 2018

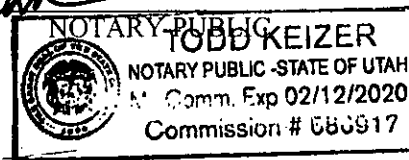
Scott C. McLachlan Property Owner
Scott C. McLachlan Property Owner

STATE OF UTAH

County of Utah

On the 2nd day of February, 2018, personally appeared before me

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



DATED this 21 day of February, 2018

[Signature]
 UDOT Director / Deputy Director of Right of Way

STATE OF UTAH

County of Salt Lake

On the 21st day of February, 2018, personally appeared before me

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

[Signature]
 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

(CONTROLLED ACCESS)

Utah County

Tax ID No. 58:035:0059
Pin No. 15275
Project No. F-0068(109)27
Parcel No. 0068:289:A

Scott C. McLachlan, Grantor, of Lehi City, County of Utah, 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 Utah 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 of Section 23, T.5S., R.1W., S.L.B.&M., for the construction of improvements incident to the widening of existing SR-145 (Pioneer Crossing), known as project number F-0068(109)27.

Beginning at the southwest corner of said entire tract, which corner is also on the existing northerly right of way and limited access line of SR-145 (Pioneer Crossing), which corner is 1,353.57 feet S.00°13'38"E. along the quarter section line and 1,267.75 feet East from the North Quarter Corner of said Section 23; and running thence N.00°06'29"E. 19.75 feet along the westerly boundary of said entire tract to a point of non-tangent curvature, which point is 85.50 feet radially distant northerly from the SR-145 control line of said project, at Engineer Station 748+94.27 and is designated as point "A"; thence easterly 130.08 feet along the arc of a 2,556.00-foot radius curve to the right, through a central angle of 02°54'57" the chord of which bears S.88°29'44"E.

CONTINUED ON PAGE 2
INDIVIDUAL RW-03 (11-01-03)

PAGE 2

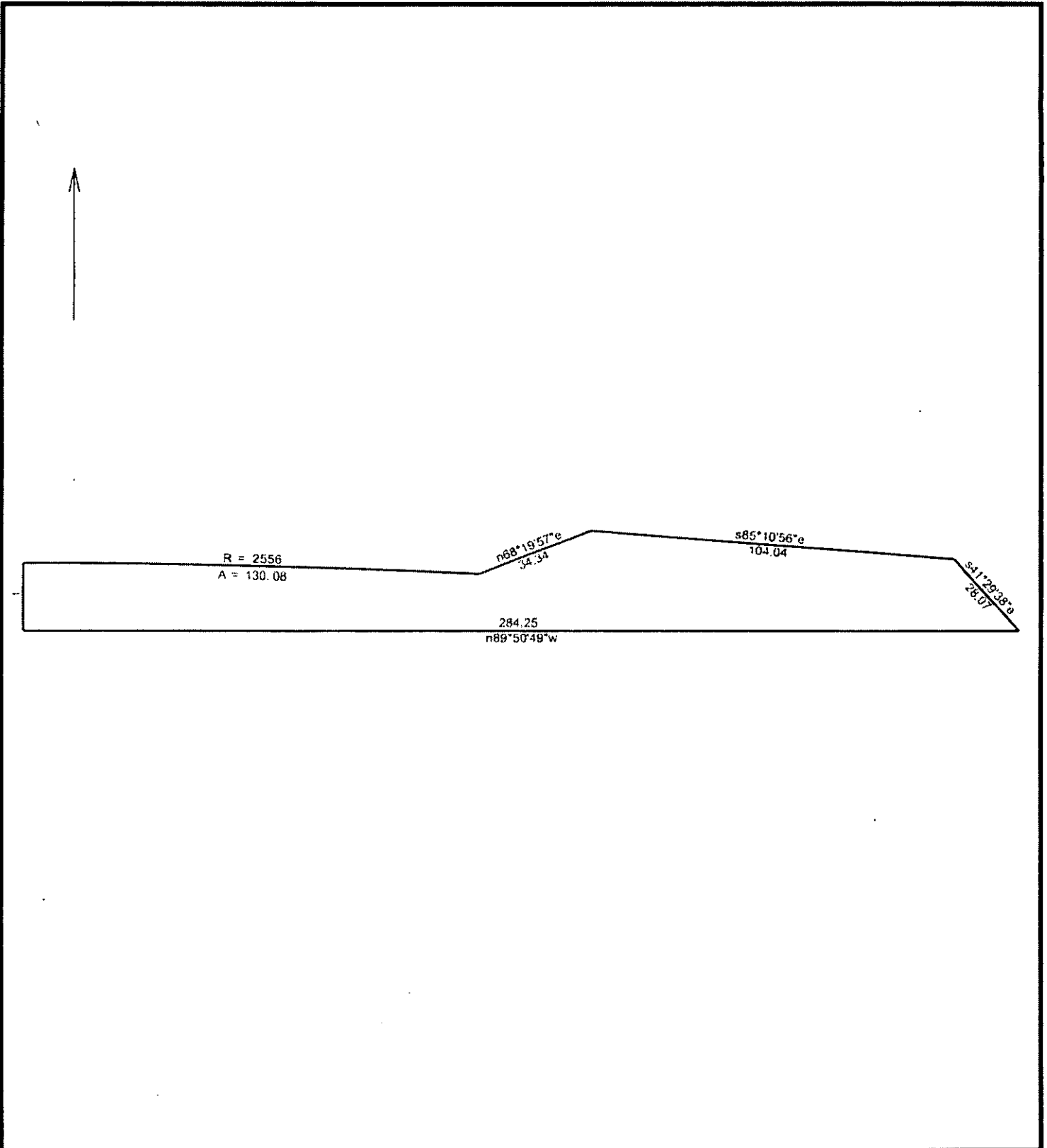
Pin No. 15275
Project No. F-0068(109)27
Parcel No. 0068:289:A

130.07 feet to a point of non-tangency, which point is 85.50 feet radially distant northerly from the SR-145 control line of said project, at Engineer Station 750+20.00; thence N.68°19'57"E. 34.34 feet to a point 100.00 feet radially distant northerly from the SR-145 control line of said project, at Engineer Station 750+50.00 and is designated as point "B"; thence S.85°10'56"E. 104.04 feet to a point 100.00 feet radially distant northerly from the SR-145 control line of said project, at Engineer Station 751+50.00 and is designated as point "C"; thence S.41°29'38"E. 28.07 feet, more or less, to the existing right of way and limited access line of SR-145, which point is 81.11 feet radially distant northerly from the SR-145 control line of said project, at Engineer Station 751+70.03 and is designated as point "D"; thence N.89°50'49"W. 284.25 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 5,985 square feet or 0.137 acre in area, more or less.

(Note: All bearings in the above description are record and equal to highway bearings unless otherwise noted.)

To enable the Utah Department of Transportation to construct and maintain a limited access public highway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway between said designated point "A" and said designated point "B", and between said designated point "C" and said designated point "D", and as shown on the official map of said project on file at the office of the Utah Department of Transportation.

CONTINUED ON PAGE 3
INDIVIDUAL RW-03 (11-01-03)



Parcel 289:A 6/27/2017

Scale: 1 inch = 37 feet File: 15275_F-0068(109)27_02P_289_A_DeedPlot.ndp

Tract 1: 0.1374 Acres (5985 Sq. Feet), Closure: s43.5152e 0.01 ft. (1/41753), Perimeter=601 ft.

01 n00.0629e 19.75
 02 Rt, r=2556.00, delta=002.5457, arc=130.08, chord=s88.2944e 130.06
 03 n68.1957e 34.34
 04 s85.1056e 104.04
 05 s41.2938e 28.07
 06 n89.5049w 284.25

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

Easement

Utah County

Tax ID No. 58:035:0059
Pin No. 15275
Project No. F-0068(109)27
Parcel No. 0068:289:E

Scott C. McLachlan, Grantor, of Lehi City, County of Utah, 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 considerations, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the NE1/4 of Section 23, T.5S. R.1W. S.L.B.&M, for the construction of improvements incident to the widening of existing SR-145 (Pioneer Crossing), known as project number F-0068(109)27. 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 a point on the westerly boundary of said entire tract, which point is on the project northerly right of way and limited access line, which point is 1,333.82 feet S.00°13'38"E. along the quarter section line and 1,267.86 feet East from North Quarter

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Pin No. 15275
Project No. F-0068(109)27
Parcel No. 0068:289:E

Corner of said Section 23, which point is 85.50 feet radially distant northerly from the SR-145 control line of said project, at Engineer Station 748+94.27; and running thence N.00°06'29"E. (*N.00°13'00"E. by deed*) 10.00 feet along said westerly boundary to a point of non-tangent curvature; thence easterly 130.58 feet along the arc of a 2,566.00-foot radius curve to the right, through a central angle of 02°54'56" the chord of which bears S.88°29'43"E. 130.56 feet to a point of non-tangency; thence N.55°15'42"E. 39.76 feet; thence S.85°10'56"E. 104.85 feet; thence S.42°19'08"E. 55.42 feet, more or less, to a point on the existing northerly right of way and limited access line of said SR-145 (Pioneer Crossing); thence N.89°50'49"W. 20.80 feet along said right of way and limited access line to the project northerly right of way and limited access line; thence the following four (4) courses along said right of way and limited access line: (1) N.41°29'38"W. 28.07 feet; (2) N.85°10'56"W. 104.04 feet; (3) S.68.19'57"W. 34.34 feet to a point of non-tangent curvature; (4) westerly 130.08 feet along the arc of a 2,556.00-foot radius curve to the left, through a central angle of 02°54'57" the chord of which bears N.88°29'44"W. 130.07 feet, more or less, to the point of beginning. The above described part of an entire tract of land contains 4,492 square feet or 0.103 acre in area, more or less.

(Note: All bearings in the above description are record and equal to highway bearings unless otherwise noted.)

Pin No. 15275
 Project No. F-0068(109)27
 Parcel No. 0068:289:E

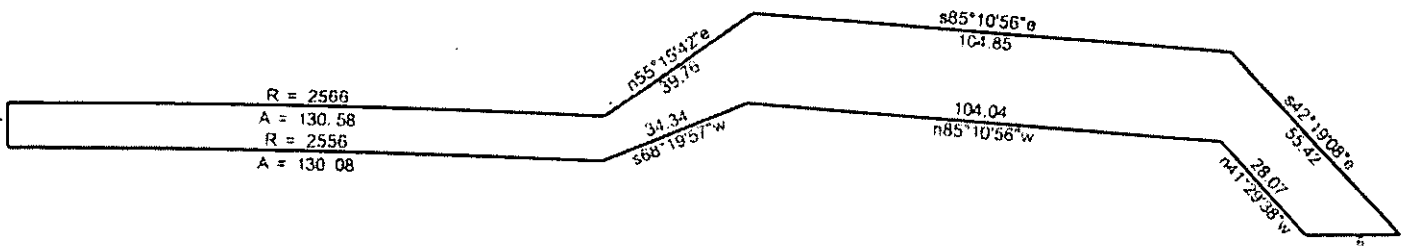
IN WITNESS WHEREOF, said Scott C. McLachlan has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 ____.

STATE OF _____) Scott C. McLachlan
) ss.
 COUNTY OF _____) By _____

On the date first above written personally appeared before me, Scott C. McLachlan, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

 Notary Public



Parcel 289:E

6/27/2017

Scale: 1 inch = 40 feet

File: 15275_F-0068(109)27_02P_289_E_DeedPlot.ndp

Tract 1: 0.1031 Acres (4492 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/164744), Perimeter=658 ft.

01 n00.0629e 10.00
 02 Rt, r=2566.00, delta=002.5456, arc=130.58, chord=s88.2943e 130.56
 03 n55.1542e 39.76
 04 s85.1056e 104.85
 05 s42.1908e 55.42
 06 n89.5049w 20.80
 07 n41.2938w 28.07

08 n85.1056w 104.04
 09 s68.1957w 34.34
 10 Lt, r=2556.00, delta=002.5457, arc=130.08, chord=n88.2944w 130.06