



ENT 23524:2018 PG 1 of 11  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2018 Mar 12 3:36 pm FEE 0.00 BY SW  
 RECORDED FOR COTTONWOOD TITLE

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

100 777-6044



# Utah Department of Transportation

## Right of Entry and Occupancy Agreement

Project No: F-0068(109)27 Parcel No.(s): 275:A, 275: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: 58:035:0064  
 Property Address: 656 N Redwood Road SARATOGA SPRINGS UT, 84045  
 Owner's Address: P.O. Box 37, LEHI, UT, 84043  
 Owner's Home Phone: Owner's Work Phone:  
 Owner / Grantor (s): Scott Cooper McLachlan and Julie Ann McLachlan, husband and wife  
 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 Cooper McLachlan and Julie Ann McLachlan, husband and wife ("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 \$270,900.00 (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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 Owner/ Grantor (s): Scott Cooper McLachlan and Julie Ann McLachlan, husband and wife  
 Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 2<sup>nd</sup> day of February, 2018

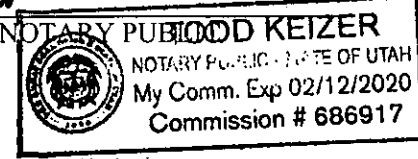
Scott Cooper McLachlan Property Owner  
Julie Ann McLachlan Property Owner  
Scott Cooper McLachlan Property Owner  
Julie Ann McLachlan Property Owner

STATE OF UTAH  
 County of UTAH

On the 2<sup>nd</sup> day of February, 2018, personally appeared before me

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

*[Signature]*



DATED this 21 day of February, 2018

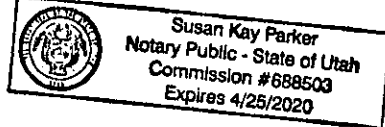
[Signature]  
 UDOT Director / Deputy Director of Right of Way

STATE OF UTAH  
 County of Salt Lake

On the 21<sup>st</sup> 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. 58:035:0064  
Pin No. 15275  
Project No. F-0068(109)27  
Parcel No. 0068:275:A

Scott Cooper McLachlan and Julie Ann McLachlan, husband and wife, 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 NW1/4 NE1/4 and SW1/4 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 line and limited access line of SR-145 (Pioneer Crossing), which corner is 1,349.49 feet S.00°13'38"E. along the quarter section line and 189.94 feet East from the North Quarter Corner of said Section 23; and running thence N.43°03'05"W. 116.28 feet along said existing right of way line to a point on the existing easterly right of way line of SR-68 (Redwood Road); thence the following two (2) courses along said easterly right of way line: (1) N.00°13'45"E. 18.71 feet; (2) N.02°47'52"W. 2.00 feet to a point 196.27 feet perpendicularly distant easterly from

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INDIVIDUAL RW-03 (11-01-03)

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Pin No. 15275  
Project No. F-0068(109)27  
Parcel No. 0068:275:A

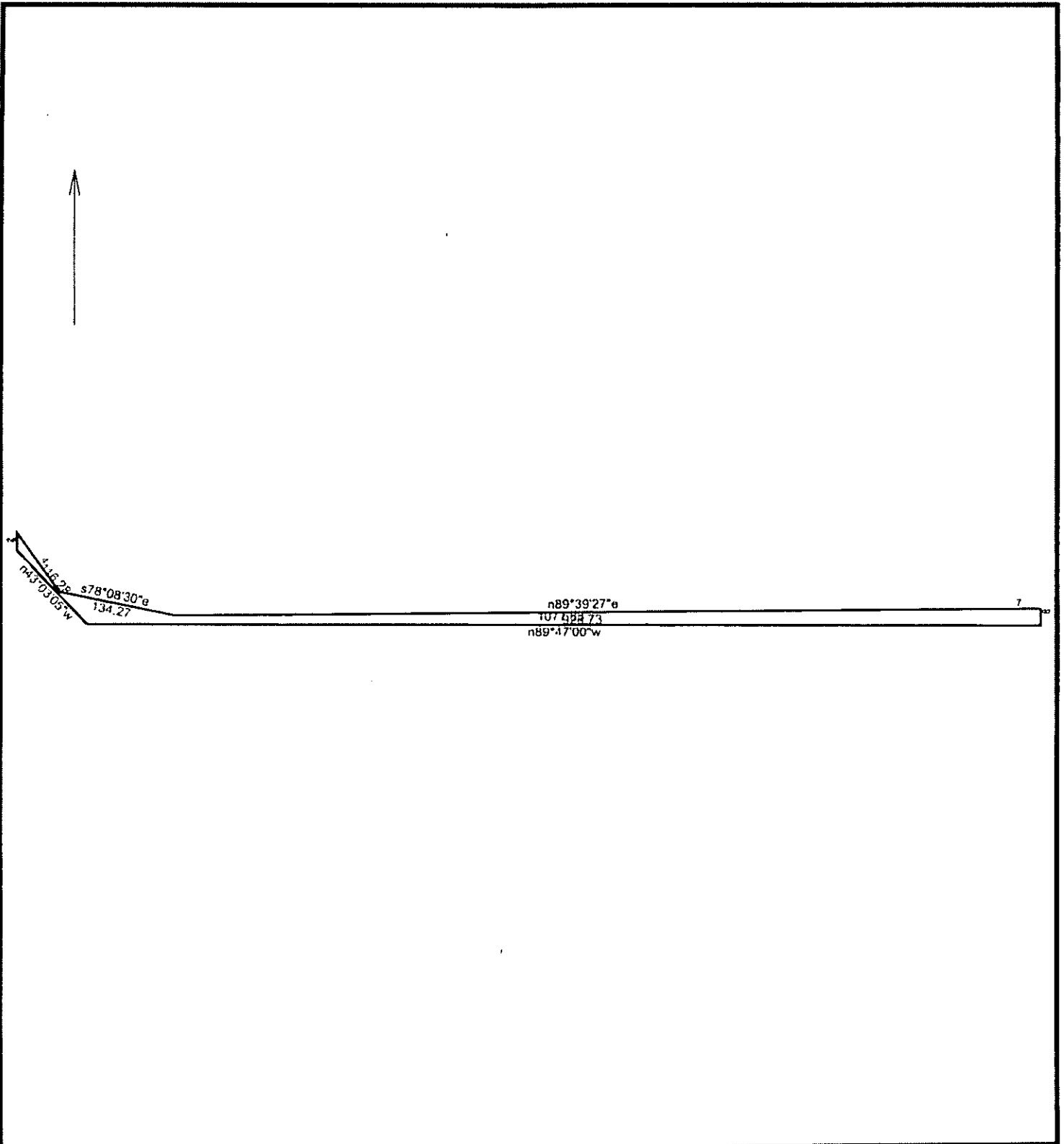
the SR-145 control line of said project, at Engineer Station 737+40.49; thence S.35°08'00"E. 83.63 feet to a point 127.00 feet perpendicularly distant northerly from the SR-145 control line of said project, at Engineer Station 737+87.36; thence S.78°08'30"E. 134.27 feet to a point 97.00 feet perpendicularly distant northerly from the SR-145 control line of said project, at Engineer Station 739+18.24; thence N.89°39'27"E. 928.73 feet to a point of curvature, which point is 85.50 feet perpendicularly distant northerly from the SR-145 control line of said project, at Engineer Station 748+46.90; thence easterly 49.01 feet, more or less, along the arc of a 2,556.00-foot radius curve to the right, through a central angle of 01°05'55" the chord of which bears N.89°29'50"E. 49.01 feet to a point on easterly boundary of said entire tract, which point is 85.50 feet radially distant northerly from the SR-145 control line of said project, at Engineer Station 748+94.27; thence S.00°06'29"W. (*S.00°13'00"W. by deed*) 19.75 feet, more or less, along said easterly boundary to a point on the existing northerly said right of way line and limited access line of SR-145 (Pioneer Crossing); thence N.89°47'00"W. 1,077.83 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 17,688 square feet or 0.406 acre in area.

(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

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





Parcel 275:A		6/27/2017
Scale: 1 inch= 149 feet	File: 15275_F-0068(109)27_02P_275_A_DeedPlot.ndp	
Tract 1: 0.4061 Acres (17688 Sq. Feet), Closure: s87.3004e 0.01 ft. (1/273864), Perimeter=2430 ft.		
01 n43.0305w 116.28	08 s00.0629w 19.75	
02 n00.1345e 18.71	09 n89.4700w 1077.83	
03 n02.4752w 2.00		
04 s35.0800e 83.63		
05 s78.0830e 134.27		
06 n89.3927e 928.73		
07 Rt, r=2556.00, delta=001.0555, arc=49.01, chord=n89.2950e 49.01		

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

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## Easement

Utah County

Tax ID No. 58:035:0064  
Pin No. 15275  
Project No. F-0068(109)27  
Parcel No. 0068:275:E

Scott Cooper McLachlan and Julie Ann McLachlan, husband and wife, 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 NW1/4 NE1/4 and SW1/4 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 northerly project right of way and limited access line, which point is 1,312.21 feet S.00°13'38"E. along the quarter section line and 158.82 feet East from North Quarter Corner of said Section 23, which point is 127.00 feet perpendicularly

CONTINUED ON PAGE 2  
INDIVIDUAL RW-09 (12-01-03)



PAGE 2

Pin No. 15275  
Project No. F-0068(109)27  
Parcel No. 0068:275:E

distant northerly from the SR-145 control line of said project, at Engineer Station 737+87.36; and running thence N.35°08'00"W. 14.49 feet along said right of way and limited access line; thence S.78°27'51"E. 96.36 feet; thence N.89°42'34"E. 526.76 feet; thence S.01°03'07"E. 10.00 feet; thence N.89°39'11"E. 446.94 feet to a point of curvature; thence easterly 49.21 feet, more or less, along the arc of a 2,566.00-foot radius curve to the right, through a central angle of 01°05'56" the chord of which bears N.89°29'51"E. 49.21 feet to a point on the easterly boundary of said entire tract; thence S.00°06'29"W. (*S.00°13'00"W. by deed*) 10.00 feet to a point of non-tangent curvature, which point is on the said northerly project right of way and limited access line; thence the following three (3) courses along said right of way and limited access line: (1) westerly 49.01 feet along the arc of a 2,566.00-foot radius curve to the left, through a central angle of 01°05'55" the chord of which bears S.89°29'50"W. 49.01 feet; (2) S.89°39'27"W. 928.73 feet; (3) N.78°08'30"W. 134.27 feet, to the point of beginning. The above described part of an entire tract of land contains 16,314 square feet or 0.374 acre in area, more or less.

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

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Pin No. 15275  
Project No. F-0068(109)27  
Parcel No. 0068:275:E

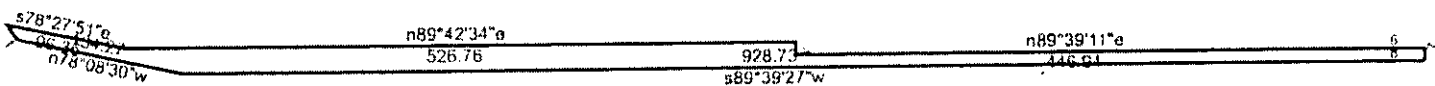
**IN WITNESS WHEREOF**, said Scott Cooper McLachlan and Julie Ann McLachlan, husband and wife has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

STATE OF \_\_\_\_\_ ) \_\_\_\_\_ Scott Cooper McLachlan  
  ) ss.  
COUNTY OF \_\_\_\_\_ ) By \_\_\_\_\_ Julie Ann McLachlan

On the date first above written personally appeared before me, Scott Cooper McLachlan and Julie Ann McLachlan, husband and wife, the signer of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public



Parcel 275:E

6/27/2017

Scale: 1 inch= 144 feet

File: 15275\_F-0068(109)27\_02P\_275\_E\_DeedPlot.ndp

Tract 1: 0.3745 Acres (16314 Sq. Feet), Closure: s86.2820w 0.01 ft. (1/209013), Perimeter=2266 ft.

- 01 n35.0800w 14.49
- 02 s78.2751e 96.36
- 03 n89.4234e 526.76
- 04 s01.0307e 10.00
- 05 n89.3911e 446.94
- 06 Rt, r=2566.00, delta=001.0556, arc=49.21, chord=n89.2951e 49.21
- 07 s00.0629w 10.00

- 08 Lt, r=2556.00, delta=001.0555, arc=49.01, chord=s89.2950w 49.01
- 09 s89.3927w 928.73
- 10 n78.0830w 134.27