

**When recorded, mail to:**  
Layton City Recorder  
437 N. Wasatch Dr.  
Layton, Utah 84041

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E 3197997 B 7374 P 1066-1074  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/23/2019 01:17 PM  
FEE \$0.00 Pgs: 9  
DEP RT REC'D FOR LAYTON CITY CORP

**Affects Parcel No(s): 10-196-0012**

## **RIGHT OF ENTRY AND OCCUPANCY AGREEMENT**

The undersigned, IG, L.C. ("Grantor"), hereby grants to LAYTON CITY CORPORATION ("City"), permission to enter upon and take possession of the property being situated in Layton City, State of Utah, more fully described as follows and depicted in Exhibits "A" and "B" attached hereto.

Background and Purpose. Grantor owns a parcel of real property located at approximately 717 West Antelope Drive, Layton, Utah. The City will soon be widening and improving Antelope Drive and 700 West Street (the "Project"), and the parties have begun negotiations of an Agreement to Sell Land and Grant Easement for the purchase and sale of Grantor's property interests needed by the City for the Project. The City needs approximately 387.38 square feet in fee simple and approximately 226.59 square feet for a utility easement. Diagrams of the property needed from Grantor are attached hereto as Exhibits "A" (fee simple parcel) and "B" (utility easement parcel). The fee simple parcel and the utility easement parcel are together herein called the "Property".

Grantor hereby grants to the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence and complete the road widening, utility relocation, and the construction of a sidewalk or other necessary activity on the Property, subject to the terms and conditions contained herein. This Agreement also includes the temporary use of the easement parcel identified in Exhibit "B" as may be reasonably necessary from time to time to facilitate construction. This work shall include, without limitation, excavation, utility relocation and installation of a sidewalk, with all accompanying improvements, construction staging, and any other work reasonably necessary for the construction of the Project.

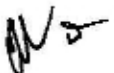
This Agreement is made in anticipation of an Agreement to Sell Land and Grant Easement which the parties hope to execute, or if that is not successful, then a possible condemnation action by the City, and is intended to provide for the entry and occupancy of the Property pending further negotiations and executions of a real property sale agreement, or the filing and pursuit of condemnation proceedings.

This Agreement is granted without prejudice to the rights of the Grantor, pending any settlement, to contest the amount of compensation to be paid the Grantor for the Property. If a satisfactory agreement or settlement on the amount owed for the Property cannot be agreed, the City will, upon notice from the Grantor 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.

The Grantor and the City mutually agree that there is fair and adequate consideration underlying this Agreement. Grantor and the City understand and agree that the City will be granted a permanent easement utility, upon final approval of the Project for the easement parcel described herein.

The effective date of this Agreement shall be the date this Agreement is executed by the Grantor as shown below.

**[Signature page to follow]**



IN WITNESS WHEREOF, the GRANTOR has executed this Right of Entry and Occupancy Agreement this 27 day of September, 2019.

**IG, L.C., Utah limited liability company**

**By: WOODBURY AMSOURCE, INC., a Utah corporation,  
Its Manager**

**By: WOODBURY CORPORATION, a Utah  
corporation,  
Its Authorized Agent**

By: *[Signature]*  
D. Randall Woodbury, Vice President

By: *[Signature]*  
E. Taylor Woodbury, COO

**ACKNOWLEDGMENTS**

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 27<sup>th</sup> day of September, 2019, before me personally appeared D. Randall Woodbury, to me personally known, who being by me duly sworn did say that he is the Vice Pres. of WOODBURY AMSOURCE, INC., a Utah corporation, known to be the Manager of IG, L.C., a Utah limited liability company, and that the within instrument was executed by him, for and on behalf of such company pursuant to its operating agreement.



*[Signature]*  
Notary Public

**ACKNOWLEDGMENTS**

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On the 29<sup>th</sup> day of September, 2019, before me personally appeared E. Taylor Woodbury, to me personally known, who being by me duly sworn did say that he is the COO of WOODBURY AMSOURCE, INC., a Utah corporation, known to be the Manager of IG, L.C., a Utah limited liability company, and that the within instrument was executed by him, for and on behalf of such company pursuant to its operating agreement.

 **TIFFANY M. STEELE**  
NOTARY PUBLIC - STATE OF UTAH  
My Comm. Exp 03/09/2022  
Commission # 698943

*Tiffany M. Steele*  
Notary Public

*W*

LAYTON CITY ACCEPTANCE:



ATTEST:

*Alex R. Jensen*  
ALEX R. JENSEN, City Manager

*Kimberly S Read*  
KIMBERLY S READ, City Recorder

STATE OF UTAH     )  
                                  : ss.  
COUNTY OF DAVIS )

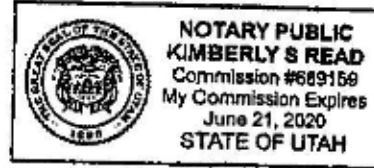
On this 2<sup>nd</sup> day of October, 2019, personally appeared before me Alex R. Jensen, known to me to be the City Manager, of LAYTON CITY CORPORATION, and the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of LAYTON CITY CORPORATION, pursuant to authority delegated to him.

*Kimberly S Read*  
Notary Public

Approved as to Form:

*Gary Crane*  
For GARY CRANE, City Attorney

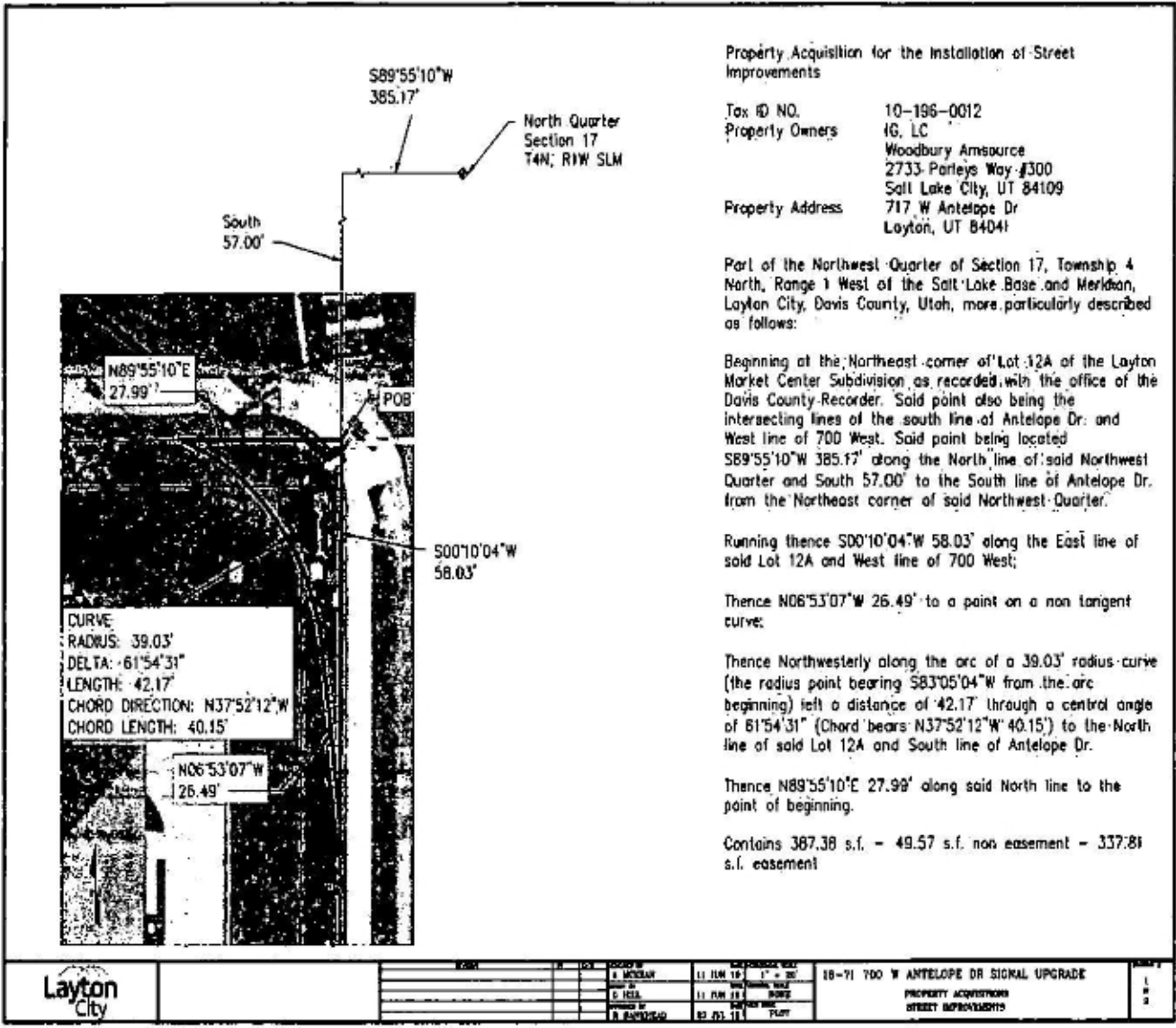
9/30/2019  
Date



*Handwritten initials*

**EXHIBIT A**  
**(see attached)**

W →



Property Acquisition for the Installation of Street Improvements

Tax ID NO. 10-196-0012  
 Property Owners IG, LC  
 Woodbury Amsource  
 2733 Parleys Way #300  
 Salt Lake City, UT 84109  
 Property Address 717 W Antelope Dr  
 Layton, UT 84041

Part of the Northwest Quarter of Section 17, Township 4 North, Range 1 West of the Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

Beginning at the Northeast corner of Lot 12A of the Layton Market Center Subdivision, as recorded with the office of the Davis County Recorder. Said point also being the intersecting lines of the south line of Antelope Dr. and West line of 700 West. Said point being located S89°55'10"W 385.17' along the North line of said Northwest Quarter and South 57.00' to the South line of Antelope Dr. from the Northeast corner of said Northwest Quarter.

Running thence S00°10'04"W 58.03' along the East line of said Lot 12A and West line of 700 West;

Thence N06°53'07"W 26.49' to a point on a non tangent curve;

Thence Northwest along the arc of a 39.03' radius curve (the radius point bearing S83°05'04"W from the arc beginning) left a distance of 42.17' through a central angle of 61°54'31" (Chord bears N37°52'12"W 40.15') to the North line of said Lot 12A and South line of Antelope Dr.

Thence N89°55'10"E 27.99' along said North line to the point of beginning.

Contains 387.38 s.f. - 49.57 s.f. non easement - 337.81 s.f. easement



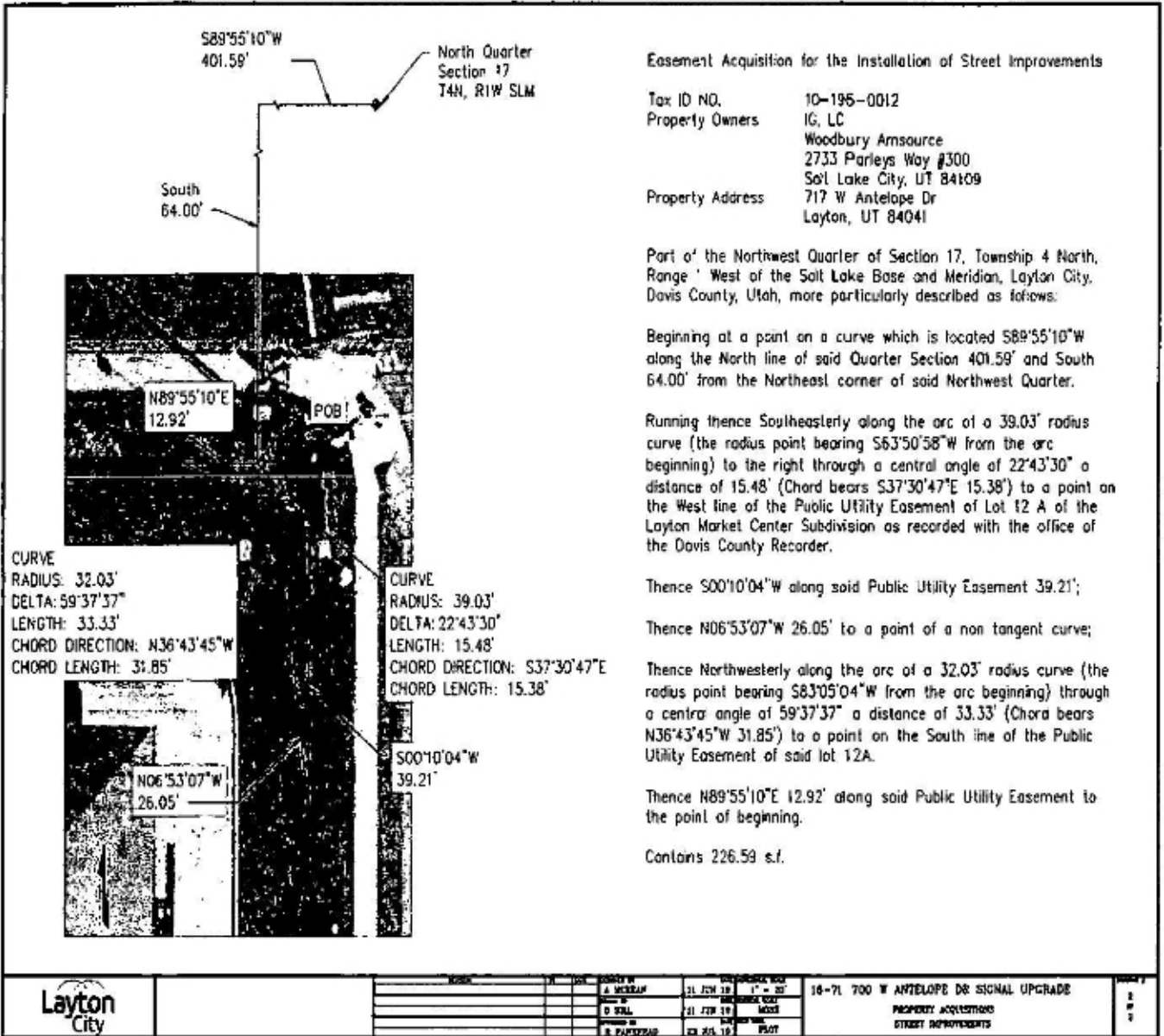
|           |           |        |          |             |   |
|-----------|-----------|--------|----------|-------------|---|
| DATE      | BY        | FOR    | REVISION | DESCRIPTION | PROJECT   |
| 11 JUN 16 | A. MCKEAN | DESIGN | 1"       | 1" = 20'    | 18-71 700 W ANTELOPE DR SIGNAL UPGRADE<br>PROPERTY ACQUISITION<br>STREET IMPROVEMENTS |
| 11 JUN 16 | D. HILL   | CHECK  |          |             |   |
| 02 JUL 16 | A. MCKEAN | FINAL  |          | PLAN        |   |

*aw*

**EXHIBIT B**  
**(see attached)**







*[Handwritten signature]*