

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

E 3236954 B 7477 P 2259-2272
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/25/2020 2:34:00 PM
FEE \$0.00 Pgs: 14
DEP eCASH REC'D FOR COTTONWOOD TITLE INS



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0089(406)398 Parcel No.(s): 518B:C, 518B:E

Pin No: 13821 Job/Proj No: 72194 Project Location: US-89; Farmington to I-84
County of Property: DAVIS Tax ID / Sidwell No: 11-025-0015
Property Address: 657 Woodridge Drive LAYTON UT, 84040
Owner's Address: 276 Merion Drive, AUSTIN, TX, 78737
Owner's Home Phone: (512)698-1321 Owner's Work Phone:
Owner / Grantor (s): Douglas G. Pennock
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 Douglas G. Pennock ("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 \$87,200.00 (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 13 day of Feb 2020

Douglas G Pennock
Property Owner
[Signature]
Property Owner
Property Owner

STATE OF UTAH
County of Hays

On the 13 day of February, 2020, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 13 day of March, 2020
[Signature]
UDOT Director / Deputy Director of Right of Way



STATE OF UTAH
County of Salt Lake

On the 13 day of March, 2020, personally appeared before me

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

[Signature]
NOTARY PUBLIC

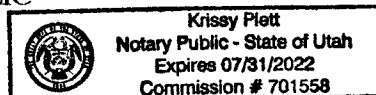


Exhibit "A"

518B:C Warranty Deed

518B:E Easement

WHEN RECORDED, MAIL TO:
Layton City
437 N. Wasatch Dr.
Layton, Utah 84041

Warranty Deed

Davis County

Tax ID No. 11-025-0015

PIN No. 13821

Project No. S-0089(406)398

Parcel No. 0089:518B:C

Douglas G. Pennock, Grantor, of Layton, County of Davis, State of Utah, hereby CONVEY AND WARRANT to Layton City, Grantee, 437 North Wasatch Drive, Layton, Utah 84041, 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:

Two parcels of land in fee, being part of an entire tract of property, situate in Lot 39, Woodridge Estates No. 2 Subdivision, according to the official plat thereof, recorded November 17, 1977 as Entry No. 478538 in Book 678 at Page 351 in the office of the Davis County Recorder, situate in the SE1/4 NE1/4 of Section 23, Township 4 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing US-89, known as Project No. S-0089(406)398. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said Lot 39; and running thence S.88°04'00"W. 13.48 feet along the southerly boundary line of said Lot 39 to a point of curvature of a non-tangent curve to the left with a radius of 870.50 feet at a point 29.50 feet radially distant westerly from the Woodridge Cul-de-Sac right of way control line of said Project, opposite approximate Engineers Station 6+63.79; thence northerly along said curve with an arc length of 40.64 feet, concentric with said right of way control line, chord bears N.09°46'24"E. 40.63 feet to a point of curvature of a compound curve to the left with a radius of 470.50 feet at a point 29.50 feet radially distant westerly from the Woodridge Cul-de-Sac right of way control line of said Project, opposite Engineers Station 7+05.80; thence northerly along said curve with an arc length of 37.10 feet, concentric with said right of way control line, chord bears N.06°10'38"E. 37.09 feet to the easterly boundary line of said Lot 39 at a point 29.50 feet radially distant westerly from the Woodridge Cul-de-Sac right of way control line of said Project, opposite approximate Engineers Station 7+45.23; thence S.01°56'00"E. 76.50 feet along said

easterly boundary line 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.

The above described parcel of land contains 453 square feet in area or 0.010 acre.

Also

Beginning at the Northwest corner of said Lot 39; and running thence N.88°04'00"E. 38.19 feet along the northerly boundary line of said Lot 39; thence S.02°05'46"E. 0.65 feet to a point of curvature of a curve to the left with a radius of 470.31 feet at a point 29.42 feet perpendicularly distant southerly from the Woodridge Drive right of way control line of said Project, opposite Engineers Station 497+18.01; thence westerly along said curve with an arc length of 39.09 feet, chord bears S.83°20'03"W. 39.08 feet to the westerly boundary line of said Lot 39 at a point 31.00 feet radially distant southerly from the Woodridge Drive right of way control line of said Project, opposite approximate Engineers Station 496+76.50; thence N.09°03'23"E. 3.94 feet along said westerly boundary line 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.

The above described parcel of land contains 76 square feet in area or 0.002 acre.

The above combined described parcels of land contain 529 square feet in area or 0.012 acre.

(Note: Rotate above bearings 00°23'21" clockwise to equal Highway bearings)

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

Easement

Davis County

Tax ID No. 11-025-0015

PIN No. 13821

Project No. S-0089(406)398

Parcel No. 0089:518B:E

Douglas G. Pennock, Grantor, of Layton, County of Davis, 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 Davis County, State of Utah, to-wit:

Two temporary easements upon part of an entire tract of property, situate in Lot 39, Woodridge Estates No. 2 Subdivision, according to the official plat thereof, recorded November 17, 1977 as Entry No. 478538 in Book 678 at Page 351 in the office of the Davis County Recorder, situate in the SE1/4 NE1/4 of Section 23, Township 4 North, Range 1 West, Salt Lake Base and Meridian, for the purpose of a driveway reconstruct, blending of slopes, and appurtenant parts thereof to facilitate the construction of US-89, known as Project No. S 0089(406)398. 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 (3) 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. The boundaries of said part of an entire tract are described as follows:

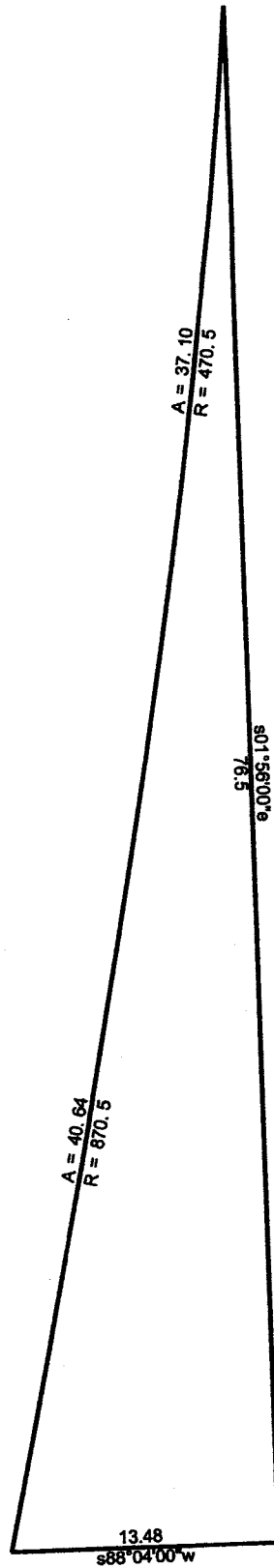
Beginning at the intersection of the southerly boundary line of said Lot 39 and the westerly right of way line of Woodridge Cul-de-Sac of said Project, which point is 13.48 feet S.88°04'00"W. from the Southeast corner of said Lot 39; and running thence S.88°04'00"W. 15.40 feet along said southerly boundary line to a point of curvature of a non-tangent curve to the left with a radius of 855.50 feet at a point 44.50 feet radially distant westerly from the Woodridge Cul-de-Sac right of way control line of said Project, opposite approximate Engineers Station 6+60.13; thence northerly along said curve with an arc length of 43.41 feet, concentric with said right of way control line, chord bears N.09°53'23"E. 43.41 feet to

a point of curvature of a compound curve to the left with a radius of 455.50 feet; thence northerly along said curve with an arc length of 65.81 feet, concentric to said right of way control line, chord bears N.04°17'50"E. 65.75 feet to the northerly boundary line of said Lot 39 at a point of curvature of a curve to the right with a radius of 15.00 feet at a point 44.50 feet radially distant westerly from the Woodridge Cul-de-Sac right of way control line of said Project, opposite approximate Engineers Station 7+78.04; thence along the northerly and easterly boundary lines of said Lot 39 the following two (2) courses and distances: (1) southeasterly along said curve with an arc length of 21.41 feet, chord bears S.42°48'42"E. 19.64 feet; (2) thence S.01°56'00"E. 16.50 feet to the westerly right of way line of Woodridge Cul-de-Sac of said Project, at a point of curvature of a non-tangent curve to the right with a radius of 470.50 feet; thence along said westerly right of way line the following two (2) courses and distances: (1) southerly along said curve with an arc length of 37.10 feet, concentric with said right of way control line, chord bears S.06°10'38"W. 37.09 feet to a point of curvature of a compound curve to the right with a radius of 870.50 feet; (2) thence southerly along said curve with an arc length of 40.64 feet, concentric with said right of way control line, chord bears S.09°46'24"W. 40.63 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.

The above described part of an entire tract contains 1,552 square feet in area or 0.036 acre.

Also

Beginning at the intersection of the westerly boundary line of said Lot 39 and the southerly right of way line of Woodridge Drive of said Project, which point is 3.94 feet S.09°03'23"W. from the Northwest corner of said Lot 39; and running thence along said southerly right of way line the following two (2) courses and distances: (1) easterly 39.09 feet along the arc of a curve to the right with a radius of 470.31 feet, chord bears N.83°20'03"E. 39.08 feet; (2) thence N.02°05'46"W. 0.65 feet to the northerly boundary line of said Lot 39; thence N.88°04'00"E. 5.00 feet along said northerly boundary line; thence S.02°05'46"E. 10.48 feet to a point of curvature of a non-tangent curve to the left with a radius of 460.31 feet at a point 39.26 feet perpendicularly distant from the Woodridge Drive right of way control line of said Project, opposite Engineers Station 497+23.01; thence westerly along said curve with an arc length of 46.15 feet, chord bears S.83°25'05"W. 46.13 feet to the westerly boundary line of said Lot 39 at a point 41.13 feet perpendicularly distant from the Woodridge Drive right of way control line of said Project, opposite approximate Engineers Station 496+73.37; thence N.09°03'23"E. 10.53 feet along said



13821_S-0089(406)398_14P_518B_C_DeedPlot

5/29/2019

Scale: 1 inch= 9 feet

File: 13821_S-0089(406)398_14P_518B_C_DeedPlot.ndp

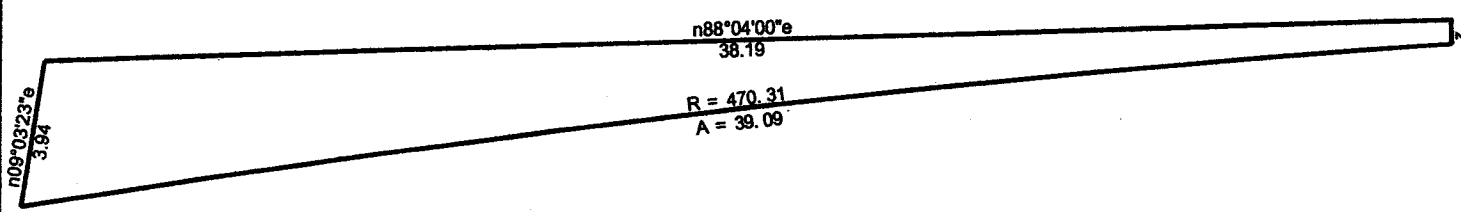
Tract 1: 0.0104 Acres (453 Sq. Feet), Closure: s12.4527e 0.01 ft. (1/15776), Perimeter=168 ft.

01 s88.0400w 13.48

02 Lt, r=870.50, arc=40.64, chord=n09.4624e 40.64

03 Lt, r=470.50, arc=37.10, chord=n06.1038e 37.09

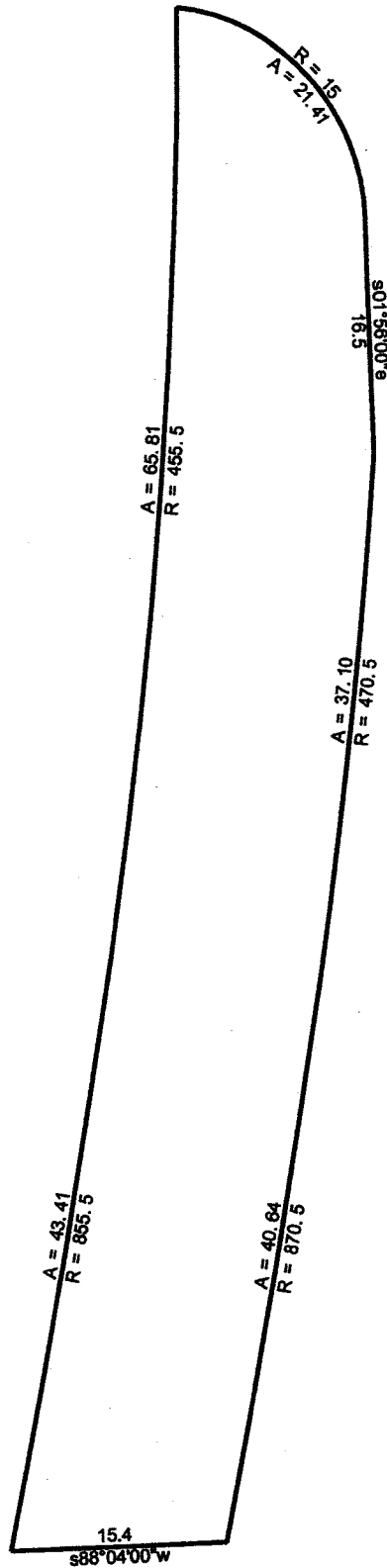
04 s01.5600e 76.5



13821_S-0089(406)398_14P_518B_C_Also_DeedPlot 5/29/2019

Scale: 1 inch= 5 feet File: 13821_S-0089(406)398_14P_518B_C_Also_DeedPlot.ndp

Tract 1: 0.0017 Acres (76 Sq. Feet), Closure: n20.0139e 0.01 ft. (1/11867), Perimeter=82 ft.
01 n88.0400e 38.19
02 s02.0546e 0.65
03 Lt, r=470.31, arc=39.09, chord=s83.2003w 39.08
04 n09.0323e 3.94



13821_S-0089(406)398_14P_518B_E_DeedPlot

5/29/2019

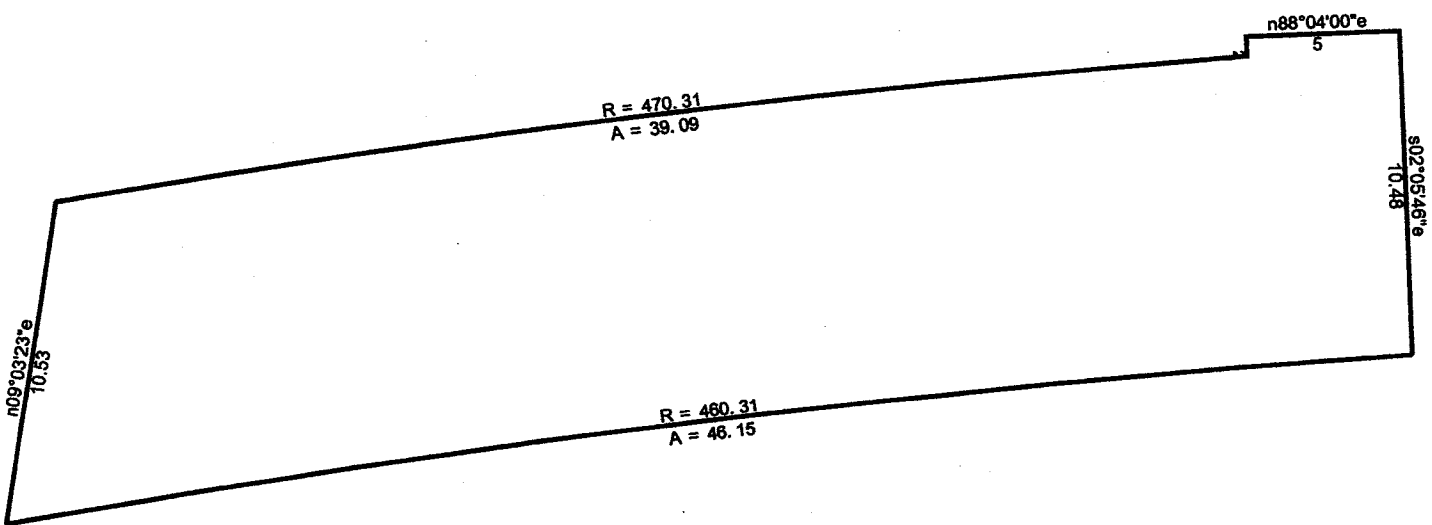
Scale: 1 inch= 13 feet

File: 13821_S-0089(406)398_14P_518B_E_DeedPlot.ndp

Tract 1: 0.0356 Acres (1552 Sq. Feet), Closure: n22.3817w 0.01 ft. (1/22270), Perimeter=240 ft.

- 01 s88.0400w 15.4
- 02 Lt, r=855.50, arc=43.41, chord=n09.5323e 43.41
- 03 Lt, r=455.50, arc=65.81, chord=n04.1750e 65.75
- 04 Rt, r=15.00, arc=21.41, chord=s42.4842e 19.64
- 05 s01.5600e 16.5
- 06 Rt, r=470.50, arc=37.10, chord=s06.1038w 37.09

07 Rt, r=870.50, arc=40.64, chord=s09.4624w 40.64



13821_S-0089(406)398_14P_518B_E_Also_DeedPlot

5/29/2019

Scale: 1 inch= 6 feet

File: 13821_S-0089(406)398_14P_518B_E_Also_DeedPlot.ndp

Tract 1: 0.0104 Acres (454 Sq. Feet), Closure: n15.5615w 0.01 ft. (1/14358), Perimeter=112 ft.

01 Rt, r=470.31, arc=39.09, chord=n83.2003e 39.08

02 n02.0546w 0.65

03 n88.0400e 5

04 s02.0546e 10.48

05 Lt, r=460.31, arc=46.15, chord=s83.2505w 46.13

06 n09.0323e 10.53