

12/16/16-JCP  
WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148420  
Salt Lake City, UT 84114-8420

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BK 7710 PG 2956

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
3/5/2021 2:33:00 PM  
FEE \$0.00 Pgs: 7  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS



## Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(229) Parcel No.(s): 214B, 214B:E

Pin No: 11268 Job/Proj No: 72698 Project Location: West Davis Corridor  
County of Property: DAVIS Tax ID / Sidwell No: 07-072-0028  
Property Address: 2138 Frontage Road CENTERVILLE UT, 84014  
Owner's Address: 2138 Frontage Road, CENTERVILLE, UT, 84014  
Owner's Home Phone: (801)989-7806 Owner's Work Phone:  
Owner / Grantor (s): R. Abraham Millet and Emily L. Millet, 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 R. Abraham Millet and Emily L. Millet, 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 \$34,720.00 (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 29<sup>th</sup> day of JANUARY, 2021

[Signature]  
Property Owner

[Signature]  
Property Owner

Property Owner

Property Owner

STATE OF UTAH  
County of DAVIS

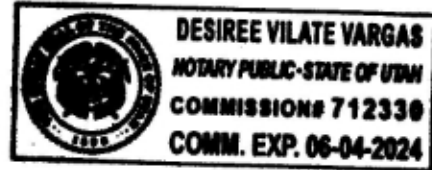
On the 29<sup>th</sup> day of January, 2021, personally appeared before me

R. Abraham & Emily Millet the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC

DATED this 19<sup>th</sup> day of February, 2021

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



STATE OF UTAH  
County of SALT LAKE

On the 19 day of February, 2021, personally appeared before me

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

[Signature]  
NOTARY PUBLIC

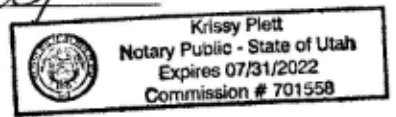


Exhibit "A"

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

### Warranty Deed

Davis County

Tax ID No. 07-072-0028  
PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:214B

R. Abraham Millet and Emily L. Millet, husband and wife Grantor, of  
Centerville, County of Davis, State of Utah, hereby  
CONVEY AND WARRANT 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 Davis 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 SW1/4 of Section 31, Township 3 North, Range 1 East, Salt Lake Base and  
Meridian, incident to the construction of SR-67 West Davis Highway, known as Project  
No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the southerly boundary line of said entire tract  
and the existing easterly right of way line of a frontage road; which point is 473.97 feet  
S.00°23'40"E along the Section line and 378.86 feet East from the West Quarter corner  
of said Section 31; and running thence N.00°18'00"E. 94.00 feet along said existing  
easterly right of way line to the northerly boundary line of said entire tract; thence East  
30.92 feet along said northerly boundary line to a point 37.50 feet perpendicularly  
distant easterly from the East Frontage Road right of way control line of said Project,  
opposite approximate Engineers Station 175+78.14; thence S.01°40'37"W. 94.04 feet,  
parallel with said right of way control line, to the southerly boundary line of said entire  
tract at a point 37.50 feet from the East Frontage Road right of way control line of said  
Project, opposite approximate Engineers Station 174+84.10; thence West 28.66 feet  
along said southerly 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 2,800 square feet in area or 0.064 acre.

(Note: Rotate above bearings 00°19'40" clockwise to equal Highway bearings)

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

STATE OF	)	_____
	) ss.	R. Abraham Millet
COUNTY OF	)	_____
		Emily L. Millet

On the date first above written personally appeared before me, R. Abraham Millet and Emily L. Millet, husband and wife, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

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

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Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Easement

Davis County

Tax ID No. 07-072-0028

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:214B:E

R. Abraham Millet and Emily L. Millet, husband and wife, Grantors,  
of Centerville, 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:

A temporary easement, upon part of an entire tract of property, situate in the NW1/4 SW1/4 of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, for the purpose of blending of slopes, constructing/installing drainage pipes and appurtenant parts thereof to facilitate the construction of SR-67, known as Project No. S-R199(229). 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 entire tract and the easterly right of way line of a Frontage Road of said Project; which point is 473.97 feet S.00°23'40"E along the Section line and 407.52 feet East from the West Quarter corner of said Section 31; and running thence N.01°40'37"E. 94.04 feet along said easterly right of way line to the northerly boundary line of said entire tract; thence East 20.01 feet along said northerly boundary line to a point 57.50 feet perpendicularly distant easterly from the East Frontage Road right of way control line of said Project, opposite approximate Engineers Station 175+78.72; thence S.01°40'37"W. 94.04 feet, parallel with said right of way control line, to the southerly boundary line of said entire tract at a point 57.50 feet perpendicularly distant easterly from the East Frontage Road right of way control line of

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PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:214B:E

said Project, opposite approximate Engineers Station 174+84.68; thence West 20.01 feet along said southerly 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 part of an entire tract contains 1,881 square feet in area or 0.043 acre.

(Note: Rotate above bearings 00°19'40" clockwise to equal Highway bearings)

STATE OF            )  
                          ) ss.  
COUNTY OF        )

\_\_\_\_\_  
R. Abraham Millet

\_\_\_\_\_  
Emily L. Millet

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_ R. Abraham Millet and Emily L. Millet, husband and wife \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

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