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



Utah Department of Transportation

Right of Entry and Occupancy Agreement

Project No: S-R199(229) Parcel No.(s): 240, 240:E

Pin No: 11268 Job/Proj No: 72698 Project Location: West Davis Corridor
County of Property: DAVIS Tax ID / Sidwell No: 07-070-0128
Property Address: Approx. 1550 South Frontage Road FARMINGTON UT, 84025
Owner's Address: 170 West 400 South, BOUNTIFUL, UT, 84010
Owner's Home Phone: (801)294-7777 Owner's Work Phone:
Owner / Grantor (s): George K. Fadel, Trustee of The George K. Fadel Trust dated December 29, 1975
Grantee: Utah Department of Transportation (UDOT)/The Department

07-070-0128

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 George K. Fadel, Trustee of The George K. Fadel Trust dated December 29, 1975 ("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 \$21,500.00 (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 15th day of September, 2020

George K. Fadel, Trustee
Property Owner

Property Owner

Property Owner

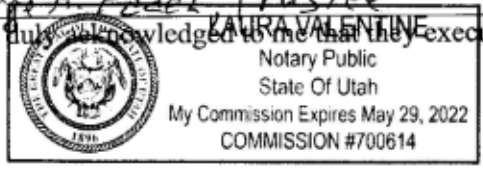
Property Owner

STATE OF UTAH
County of DAVIS

On the 15th day of September, 2020, personally appeared before me

George K. Fadel Trustee
who duly acknowledged to me that they executed the same.

the signer(s) of the Agreement set forth above,
[Signature]
NOTARY PUBLIC



DATED this 8th day of October, 2020

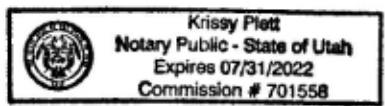
Charles A. Stormont
UDOT Director / Deputy Director of Right of Way

STATE OF UTAH
County of SALT LAKE

On the 8 day of October, 2020, personally appeared before me

Charles A. Stormont
who duly acknowledged to me that they executed the same.

the signer(s) of this Agreement for UDOT
[Signature]
NOTARY PUBLIC



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

Warranty Deed

(TRUSTEE)
Davis County

Tax ID. No. 07-070-0128
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:240

George K. Fadel, Trustee of The George K. Fadel Trust dated December 29, 1975 Grantor, of Bountiful, County of Davis, 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 Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 NW1/4 and NW1/4 NW1/4 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 Southwest corner of said entire tract, which point is 1550.17 feet S.00°15'20"W. along the Quarter Section line and 1685.67 feet N.89°44'40"W. and 544.88 feet West from the North Quarter corner of said Section 31; and running thence N.00°11'06"E. 250.00 feet along the westerly boundary line to the Northwest corner of said entire tract; thence East 72.42 feet to a point of curvature of a non-tangent curve to the right with a radius of 1817.00 feet at a point 37.65 feet radially distant easterly from the East Frontage Road right of way control line of said Project, opposite approximate Engineers Station 193+43.31; thence southerly along said curve with an arc length of 119.27 feet, chord bears S.00°12'11"E. 119.25 feet to a point 37.52 feet perpendicularly distant easterly from the East Frontage Road right of way control line of said Project, opposite Engineers Station 192+26.23; thence S.01°40'38"W. 130.81 feet to the southerly boundary line of said entire tract at 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 190+95.60; thence West 69.82 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 18,114 square feet in area or 0.416 acre.

(Note: Rotate above bearings 00°19'39" clockwise to equal Highway bearings)

WITNESS, the hand of said Grantor, this ____ day of _____, A.D. 20 ____.

STATE OF)	_____
) ss.	George K. Fadel, Trustee
COUNTY OF)	

On the date first above written personally appeared before me, George K. Fadel, Trustee of The George K. Fadel Trust dated December 29, 1975, who, being by me duly sworn, acknowledged to me that he signed the within and foregoing instrument in accordance with the authority as Trustee given under the instrument creating said Trust, and that as Trustee he executed the same.

Notary Public

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

Easement

(TRUSTEE)
Davis County

Tax ID No. 07-070-0128
PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:240:E

George K. Fadel, Trustee of The George K. Fadel Trust dated December 29, 1975,
Grantor, of Bountiful, 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 Utah County, State of Utah,
to-wit:

A perpetual easement upon part of an entire tract of property, situate in the SW1/4 NW1/4 and NW1/4 NW1/4 of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, in Davis County, Utah, for the purpose of constructing (reconstructing) and maintaining thereon roadway facilities, overhead and buried utilities and appurtenant parts thereof including, but not limited to fiber optics, lighting facilities, communication cables, storm drains, irrigation ditches and pipes, water lines, sewer lines, gas lines, and highway appurtenances including but not limited to slopes and traffic signs to facilitate the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). This easement includes the right to construct, maintain, and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the real property and shall be binding upon the Grantor, successors, heirs and assigns, and includes and conveys all rights of Grantor to change the vertical distance or grade of said cut and/or fill slopes. 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 Frontage Road right of way line of said Project, which point is which point is 1550.17 feet S.00°15'20"W. along the Quarter Section line and 1685.67 feet N.89°44'40"W.

and 475.06 feet West from the North Quarter corner of said Section 31; and running thence along said easterly right of way line the following two (2) courses and distances: (1) N.01°40'38"E. 130.81 feet, to a point of curvature of a curve to the left with a radius of 1817.00 feet; (2) thence northerly along said curve with an arc length of 119.27 feet, chord bears N.00°12'11"W. 119.25 feet to the northerly boundary line of said entire tract; thence East 20.01 feet along said northerly boundary line to a point of curvature of a non-tangent curve to the right with a radius of 1837.00 feet at a point 57.65 feet radially distant easterly from the East Frontage Road right of way control line of said Project, opposite approximate Engineers Station 193+42.65; thence southerly along said curve with an arc length of 119.85 feet, chord bears S.00°11'31"E. 119.83 feet; thence S.01°40'38"W. 130.22 feet to the southerly boundary line of said entire tract at a point 57.50 feet radially distant easterly from the East Frontage Road right of way control line of said Project, opposite approximate Engineers Station 190+96.19; thence West 20.01 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 5,001 square feet in area or 0.115 acre.

(Note: Rotate above bearings 00°19'39" clockwise to equal Highway bearings)

WITNESS, the hand of said Grantor, this _____ day of _____, A.D. 20 ____.

STATE OF)	_____
) ss.	George K. Fadel, Trustee
COUNTY OF)	

On the date first above written personally appeared before me, George K. Fadel, Trustee of The George K. Fadel Trust dated December 29, 1975, who, being by me duly sworn, acknowledged to me that he signed the within and foregoing instrument in accordance with the authority as Trustee given under the instrument creating said Trust, and that as Trustee he executed the same.

Notary Public