

1551W-KAP

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

Ent 1313052 Bk 2321 Pg 1772  
Date 23-Feb-2022 03:21PM Fee \$0.00  
Devron Andersen, Rec. - Filed By CC  
Cache County, UT  
For COTTONWOOD TITLE INSURANCE AGENCY, INC.  
Electronically Submitted by Simplifile



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

Project No: F-0030(69)102 Parcel No.(s): 153:2E, 153:A, 153:E  
Pin No: 15681 Job/Proj No: 55760 Project Location: SR-30; SR-23 to SR-252  
County of Property: CACHE \* Tax ID / Sidwell No: 05-064-0018  
Property Address: 1070 West 200 North LOGAN UT, 84321  
Owner's Address: PO Box 54446, Lexington, KY, 40555  
Owner's Home Phone: Owner's Work Phone: (435)753-4930  
Owner / Grantor (s): Thomas Petroleum, LLC, a Texas limited liability company  
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 Thomas Petroleum, LLC, a Texas limited liability company ("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 \$60,000.00 (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

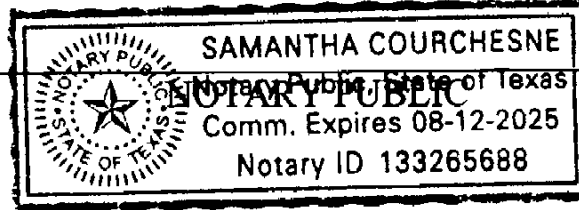
DATED this 23 day of December, 2021

David Dodson \_\_\_\_\_ Property Owner  
David Dodson \_\_\_\_\_ Property Owner  
 \_\_\_\_\_ Property Owner \_\_\_\_\_ Property Owner

STATE OF UTAH  
 County of Tarrant

On the 23<sup>rd</sup> day of December, 2021, personally appeared before me

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



DATED this 7<sup>th</sup> day of February, 2022

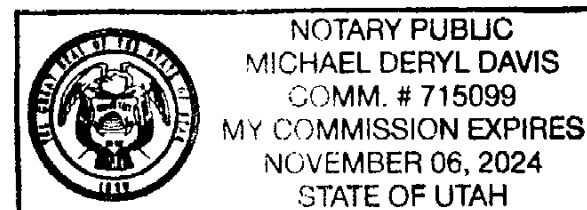
Charles A. Stormont  
 UDOT ~~Director~~ Deputy Director of Right of Way  
Charles A. Stormont

STATE OF UTAH  
 County of Salt Lake

On the 2<sup>nd</sup> day of February, 2022, personally appeared before me

Charles A. Stormont 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

(Limited Liability Company)  
 (Controlled Access)  
 Cache County

Tax ID No.	05-064-0018
PIN No.	15681
Project No.	F-0030(69)102
Parcel No.	0030:153:A

Thomas Petroleum, LLC, a Texas limited liability company, Grantor, 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 easement in Cache County, State of Utah, to wit:

A parcel of land in fee for the widening of the existing highway State Route 30 known as Project No. F-0030(69)102, being part of an entire tract of property situate in Lot 6, Block 26, Plat "A", Logan Farm Survey in the NE1/4SW1/4 and NW1/4SE1/4 of Section 32, T.12N., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract in the southerly right of way line of the existing highway State Route 30 which corner is 3.94 feet N.00°18'00"E. of a rebar with a Wayne Crow Cap set for a property survey that was used in a quiet title judgment court decree found in the Cache County Recorder's Office under Entry #953893 and running thence S.88°42'32"E. 305.56 feet (S.88°42'55"E. 305.57 feet by record) along said southerly right of way line to the northeast corner of said entire tract; thence S.01°04'38"W. 7.00 feet along the easterly boundary line of said entire tract to a line parallel with and 57.00 feet perpendicularly distant southerly from the control line of said project; thence N.88°42'32"W. 305.47 feet along said parallel line to the westerly boundary line of said entire tract; thence N.00°18'00"E. 7.00 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 part of an entire tract of property contains 2,139 square feet or 0.049 acre in area, more or less.

Continued on Page 2  
 LIMITED LIABILITY RW-03LL (5/24/2019)

Page 2

PIN No.	15681
Project No.	F-0030(69)102
Parcel No.	0030:153:A

(Note: Rotate all bearings in the above description 00°14'21" clockwise to obtain highway bearings.)

As per Utah State Code 72-5-103 title of the underlying fee to the center of the existing right of way is relinquished as part of this conveyance and transferred to the Grantee of this instrument.

To enable the Utah Department of Transportation to construct and maintain a public highway as an expressway, 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 ingress to or egress from said Owner's remaining property contiguous to the lands conveyed, to or from said highway; **EXCEPTING** and reserving to said Owners, their successors or assigns, the right of access to the nearest roadway of said highway over and across the southerly right of way line for a 47-foot section, which said section centers at a point directly opposite Highway Engineer Station 453+17.96.



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

## Temporary Construction Easement

(Limited Liability Company)  
 Cache County

Tax ID No.	05-064-0018
PIN No.	15681
Project No.	F-0030(69)102
Parcel No.	0030:153:2E

Thomas Petroleum, LLC, a Texas limited liability company, Grantor(s), 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 Cache County, State of Utah, to wit:

A temporary easement, upon part of an entire tract of property, Lot 6, Block 26, Plat "A", Logan Farm Survey in the NE1/4SW1/4 and NW1/4SE1/4 of Section 32, T.12N., R.1E., S.L.B.&M., in Cache County, Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes, ditches and appurtenant parts thereof for the existing highway State Route 30 known as Project No. F-0030(69)102. 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 easement are described as follows:

Beginning at a point in the westerly boundary line of said entire tract which point is 3.06 feet S.00°18'00"W. of a rebar with a Wayne Crow Cap set for a property survey that was used in a quiet title judgment court decree found in the Cache County Recorder's Office under Entry #953893 and running thence S.88°42'32"E. 234.66 feet along a line parallel with and 57.00 feet perpendicularly distant southerly from the control line of said project; thence S.01°17'28"W. 8.00 feet; thence S.88°42'32"E. 10.00 feet; thence N.01°17'28"E. 8.00 feet; thence S.88°42'32"E. 60.80 feet along a line parallel with and 57.00 feet perpendicularly distant southerly from the control line of said project to the easterly boundary line of said

Continued on Page 2  
 LIMITED LIABILITY RW-09LL (5/24/2019)



Page 2

PIN No.	15681
Project No.	F-0030(69)102
Parcel No.	0030:153:2E

entire tract; thence S.01°04'38"W. 13.00 feet along said the easterly boundary line; thence N.88°42'32"W. 193.85 feet along a line parallel with said control line; thence S.41°05'48"W. 15.62 feet; thence N.88°42'32"W. 101.23 feet along a line parallel with said control line to the westerly boundary line of said entire tract; thence N.00°18'00"E. 25.00 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 easement contains 5,166 square feet or 0.119 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°14'21" clockwise to obtain highway bearings.)



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## Perpetual Easement

(Limited Liability Company)  
 Cache County

Tax ID No.	05-064-0018
PIN No.	15681
Project No.	F-0030(69)102
Parcel No.	0030:153:E

Thomas Petroleum, LLC, a Texas limited liability company, Grantor(s), 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 Cache County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, in Lot 6, Block 26, Plat "A", Logan Farm Survey in the NE1/4SW1/4 and NW1/4SE1/4 of Section 32, T.12N., R.1E., S.L.B.&M., in Cache County, Utah, for the purpose of constructing and maintaining thereon highway appurtenances, including directional and traffic information signs to facilitate the construction widening of the existing highway State Route 30 known as Project No. F-0030(69)102. The boundaries of said easement are described as follows:

Beginning at a point 3.06 feet S.00°18'00"W. and 234.66 feet S.88°42'32"E. of a rebar with a Wayne Crow Cap set for a property survey that was used in a quiet title judgment court decree found in the Cache County Recorder's Office under Entry #953893 which point is also 57.00 feet perpendicularly distant southerly from the control line of said project opposite engineer station 455+17.00; and running thence S.88°42'32"E. 10.00 feet along a line parallel with and 57.00 feet perpendicularly distant southerly from the control line of said project; thence S.01°17'28"W. 8.00 feet; thence N.88°42'32"W. 10.00 feet; thence N.01°17'28"E. 8.00 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 easement contains 80 square feet or 0.002 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°14'21" clockwise to obtain highway bearings.)

Continued on Page 2  
 LIMITED LIABILITY RW-09LL (5/24/2019)

Page 2

PIN No.	15681
Project No.	F-0030(69)102
Parcel No.	0030:153:E

**IN WITNESS WHEREOF**, said Thomas Petroleum, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

STATE OF _____ )		Thomas Petroleum, LLC
		Limited Liability Company
	) ss.	
COUNTY OF _____ )		
	By: _____	Manager

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that they are the Manager of Thomas Petroleum, LLC, a Texas limited liability company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said \_\_\_\_\_ acknowledged to me that said company executed the same.

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

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