

160213-KAP

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-0091(57)22 Parcel No.(s): 119, 119:C, 119:E

Pin No: 12614 Job/Proj No: 73855 Project Location: US-91, 3200 S, & 2000 W Intersection Realignment  
County of Property: CACHE Tax ID / Sidwell No: 03-012-0013  
Property Address: US-91 Mile Post 22.13 LOGAN UT, 84321  
Owner's Address: 2400 South 2400 West, WELLSVILLE, UT, 84339  
Owner's Home Phone: (435)753-2792 Owner's Work Phone:  
Owner / Grantor (s): Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks  
Revocable Family Trust, Dated July 30th, 2022  
Grantee: Utah Department of Transportation (UDOT)/The Department

### Acquiring Entity: Utah Department of Transportation (UDOT)

#### For the subject property described in the attached Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks Revocable Family Trust, Dated July 30th, 2022 ("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 \$43,700.00 (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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Revocable Family Trust, Dated July 30th, 2022  
Grantee: Utah Department of Transportation (UDOT)/The Department

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]*

Project No: S-0091(57)22 Parcel No.(s): 119, 119:C, 119:E

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Property Address: US-91 Mile Post 22.13 LOGAN UT, 84321  
Owner's Address: 2400 South 2400 West, WELLSVILLE, UT, 84339  
Owner's Home Phone: (435)753-2792 Owner's Work Phone:  
Owner / Grantor (s): Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks  
Revocable Family Trust, Dated July 30th, 2022  
Grantee: Utah Department of Transportation (UDOT)/The Department

SIGNATURE PAGE  
TO  
UTAH DEPARTMENT OF TRANSPORTATION  
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 22nd day of November, 2022

Signature: Edward Ricks, Trustee Signature: Mickey Ricks, Trustee  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Signature: Edward Ricks, Trustee Signature: Mickey Ricks, Trustee  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_


STATE OF UTAH  
County of Cache

On the 22 day of November, 2022, personally appeared before me

Edward + Mickey Ricks, trustees the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

Judy A. Larsen  
NOTARY PUBLIC

DATED this 2nd day of December, 2022  
Charles A. Starmont  
UDOT, ~~Director~~ Deputy Director of Right of Way


 Judy A. Larsen  
Notary Public, State of Utah  
Commission # 723287  
My Commission Expires  
February 28, 2026

STATE OF UTAH  
County of Salt Lake

On the 2 day of December, 2022, personally appeared before me

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

[Signature]  
NOTARY PUBLIC

 NOTARY PUBLIC  
DIANA R LEKA  
724263  
MY COMMISSION EXPIRES  
APRIL 19, 2026  
STATE OF UTAH

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

Exhibit A.

**Warranty Deed**  
(Trustee)

Cache County

Tax ID No.	13-012-0013
PIN No.	12614
Project No.	S-0091(57)22
Parcel No.	0091:119

Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, Grantor(s), of College Ward, County of Cache, 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 Cache County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract situate in the SW1/4 NE1/4 of Section 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying northwesterly of US Highway 91, in Cache County, State of Utah, for widening and improvements of the existing US Highway 91, 3200 South, & 2000 West Intersection Realignment, known as Project No. S-0091(57)22. The boundaries of said tract of land are described as follows:

Beginning at a point 247.30 feet North and 383.54 feet East from the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 19, point being 69.00 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 151+55.52, point also being on the southerly line of said entire tract, and running thence N.37°16'40"E. 121.23 feet, to a point being 69.00 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 152+76.76, point also being on the easterly line of said entire tract; thence S.30°47'26"E. 15.49 feet along said line, to a point being 54.63 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 152+70.97, point also being on the northwesterly right of way of US-91; thence S.36°53'21"W. 116.30 feet along said line, to a point being 53.84 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 151+54.68, point also being on the southerly line of said entire tract; thence N.49°31'12"W. 15.18 feet along said line, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:119

The above tract of land contains 1,752 sq ft or 0.040 acre in area.

(Note: Rotate above bearings 00°00'24" clockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

(Note: Engineer Stations used in the above description are based on the US-91 highway control line for said Project No. S-0091(57)22).

PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:119

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Edward Ricks, Trustee  
\_\_\_\_\_  
Mickey Ricks, Trustee

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_ and that  
said document was signed by him/her on behalf of Edward Ricks and Mickey Ricks, as Trustees of the  
Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

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

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_ and that  
said document was signed by him/her on behalf of Edward Ricks and Mickey Ricks, as Trustees of the  
Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

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

## WHEN RECORDED, MAIL TO:

Logan City Recorder  
290 North 100 West  
Logan, Utah 84321

## WITH A COPY TO:

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

## Warranty Deed

(Trustee)

Cache County

Tax ID No.	13-012-0013
PIN No.	12614
Project No.	S-0091(57)22
Parcel No.	0091:119:C

Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, Grantor(s), of College Ward, County of Cache, State of Utah, hereby CONVEYS AND WARRANTS to the LOGAN CITY, a Municipality of the State of Utah, Grantee, at 290 North 100 West, Logan, Utah 84321, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Cache County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract situate in the SW1/4 NE1/4 of Section 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying northwesterly of US Highway 91, in Cache County, State of Utah, for widening and improvements of the existing US Highway 91, 3200 South, & 2000 West Intersection Realignment known as Project No. S-0091(57)22. The boundaries of said tract of land are described as follows:

Beginning at a point 553.52 feet North and 24.75 feet East from the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 19, point being 24.32 feet perpendicularly distant easterly from the 2000 West control line of said project opposite Engineer Station 406+59.78, point also being on the easterly right of way line of said 2000 West Street, and running thence North 242.87 feet along said line, to a point being 23.52 feet perpendicularly distant easterly from the 2000 West control line of said project opposite Engineer Station 409+02.65; thence S.89°48'44"E. 26.48 feet, to point being 50.00 feet perpendicularly distant easterly from the 2000 West control line of said project opposite Engineer Station 409+02.65; thence S.00°11'16"W. 264.65 feet, to a point being 50.00 feet perpendicularly distant easterly from the 2000 West control line of said project opposite Engineer Station 406+38.00, point also being on the southerly line of said entire tract; thence N.49°31'12"W. 33.67 feet along said line, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:119:C

The above tract of land contains 6,614 sq ft or 0.152 acre in area.

(Note: Rotate above bearings 00°00'24" clockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

(Note: Engineer Stations used in the above description are based on the 2000 West control line for said Project No. S-0091(57)22).



PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:119:C

STATE OF \_\_\_\_\_ )  
 ) ss. \_\_\_\_\_  
 ) Edward Ricks, Trustee  
COUNTY OF \_\_\_\_\_ )  
 ) \_\_\_\_\_  
 ) Mickey Ricks, Trustee

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_ and that  
said document was signed by him/her on behalf of Edward Ricks and Mickey Ricks, as Trustees of the  
Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

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

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_ and that  
said document was signed by him/her on behalf of Edward Ricks and Mickey Ricks, as Trustees of the  
Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

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

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

## Temporary Construction Easement

(Trustee)

Cache County

Tax ID No.	13-012-0013
PIN No.	12614
Project No.	S-0091(57)22
Parcel No.	0091:119:E

Edward Ricks and Mickey Ricks, as Trustees of the Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, Grantor(s), of College Ward, County of Cache, 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 Cache County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property situate in the SW1/4 NE1/4 of Section 19, Township 11 North, Range 1 East, Salt Lake Base and Meridian, lying northwesterly of US Highway 91, in Cache County, State of Utah, to facilitate the construction of the roadway improvements, side treatments, blending slopes and appurtenant parts thereof for the existing US Highway 91, 3200 South, & 2000 West Intersection Realignment, known as Project S-0091(57)22. 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 two (2) years, whichever first occurs. The easement shall be non-exclusive such that the Grantors 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 247.30 feet North and 383.54 feet East from the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 19, point being 69.00 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 151+55.52, point also being on the southerly line of said entire tract, and running thence N.49°31'12"W. 10.02 feet along said line, to a point being 79.00 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 151+56.08; thence N.37°16'40"E. 18.92 feet, to a point being 79.00 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 151+75.00; thence S.52°43'20"E. 10.00 feet, to a point being 69.00 feet perpendicularly distant northwesterly from the US-91 control line of said project opposite Engineer Station 151+75.00;

PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:119:E

thence S.37°16'40"W. 19.48 feet, to the point of beginning, as shown on the map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 192 sq ft or 0.004 acre in area.

(Note: Rotate above bearings 00°00'24" clockwise to equal Highway bearings on the US-91 highway control lines for the Project No. S-0091(57)22).

(Note: Engineer Stations used in the above description are based on the US-91 highway control line for said Project No. S-0091(57)22).

PIN No. 12614  
Project No. S-0091(57)22  
Parcel No. 0091:119:E

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Edward Ricks, Trustee  
\_\_\_\_\_  
Mickey Ricks, Trustee

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
who by me being duly sworn/affirmed, that he/she is the \_\_\_\_\_ and that  
said document was signed by him/her on behalf of Edward Ricks and Mickey Ricks, as Trustees of the  
Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

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

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
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Edward And Mickey Ricks Revocable Family Trust, Dated July 30<sup>th</sup>, 2022, who, acknowledged to me that  
they signed the within and foregoing instrument in accordance with the authority as Trustees given under  
the instrument creating said Trust.

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