

WHEN RECORDED, MAIL TO:

Naples City
1420 E. 2850 S.

Naples City, UT 84078

Entry 2025002560
Book 1908 Pages 196-202 \$0.00
23-APR-25 10:45
BRENDA McDONALD
RECORDER, UTAH COUNTY, UTAH
NAPLES CITY
1420 WEATHERBY DRIVE NAPLES, UT 840
Rec By: TONYA WILSON, DEPUTY



Naples City Right of Entry and Occupancy Agreement

Project No: F-2805(3)1 Parcel No.(s): 110:C

Pin No: 20956 Job/Proj No: 56277 Project Location: Naples Trail
County of Property: UTAH Tax ID / Sidwell No: 05-131-0020
Property Address: 1771 South 2000 East NAPLES UT, 84078
Owner's Address: 6720 South 100 East, MIDVALE, UT, 84047
Owner's Home Phone: (801)301-282 Owner's Work Phone:
Owner / Grantor (s): Linda Marie Sortor and David W. Sortor, a married couple
Grantee: Naples City

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Book 1908 Page 196

Acquiring Entity: Naples City

For the subject property described in the attached Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Linda Marie Sortor and David W. Sortor, a married couple ("Property Owners") and Naples City.

Property Owners hereby grant to Naples City, 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 Naples City 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 \$ (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. Naples City 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 Naples City.

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 Naples City to the Property Owners under this Agreement. Naples City 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 Naples City 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 Naples City 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 Naples City desires to obtain title insurance in connection with the release of the deposit, Naples City 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, Naples City 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, Naples City 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 Naples City'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.

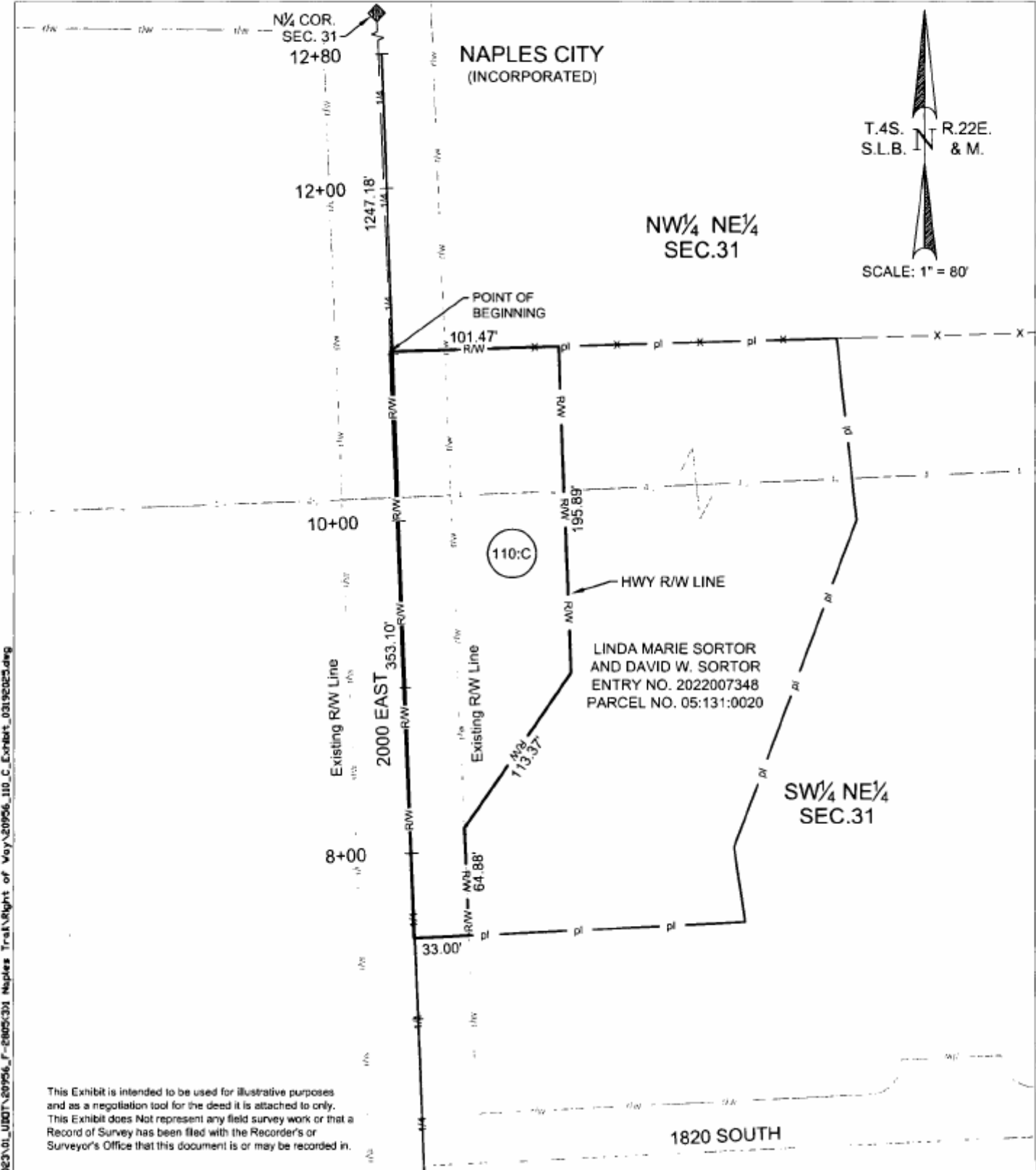
Exhibits:

[Signatures and Acknowledgments to Follow Immediately]

BEGINNING AT A POINT THAT IS N 2°24'19" W ALONG THE NORTH-SOUTH
QUARTER SECTION LINE 1070.00 FEET FROM THE CENTER QUARTER CORNER
OF SECTION 31, T4S, R22E, SLB&M; THENCE N 87°15'21" E PARALLEL TO THE
EAST-WEST QUARTER SECTION LINE 199.50 FEET TO AN EXISTING FENCE;
THENCE ALONG SAID FENCE LINE TO THE FOLLOWING: N 11°17'08" W 22.15
FEET; THENCE N 5°55'08" W 23.72 FEET; THENCE N 20°31'36" E 210.12
FEET; THENCE N 6°14'01" W 99 FEET MORE OR LESS TO AN EXISTING
BOUNDARY FENCE LINE THAT WAS ESTABLISHED PRIOR TO 1928 BY THE
THEN CONTIGUOUS LAND OWNERS JAMES RICHARDSON AND GEORGE A.
NASH; THENCE WEST ALONG SAID BOUNDARY FENCE LINE 270 FEET,
MORE OR LESS, TO THE NORTH-SOUTH QUARTER SECTION LINE; THENCE
SOUTH ALONG THE SAID NORTH-SOUTH QUARTER SECTION LINE 338.4
FEET MORE OR LESS TO THE POINT OF BEGINNING

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05:13\;0020



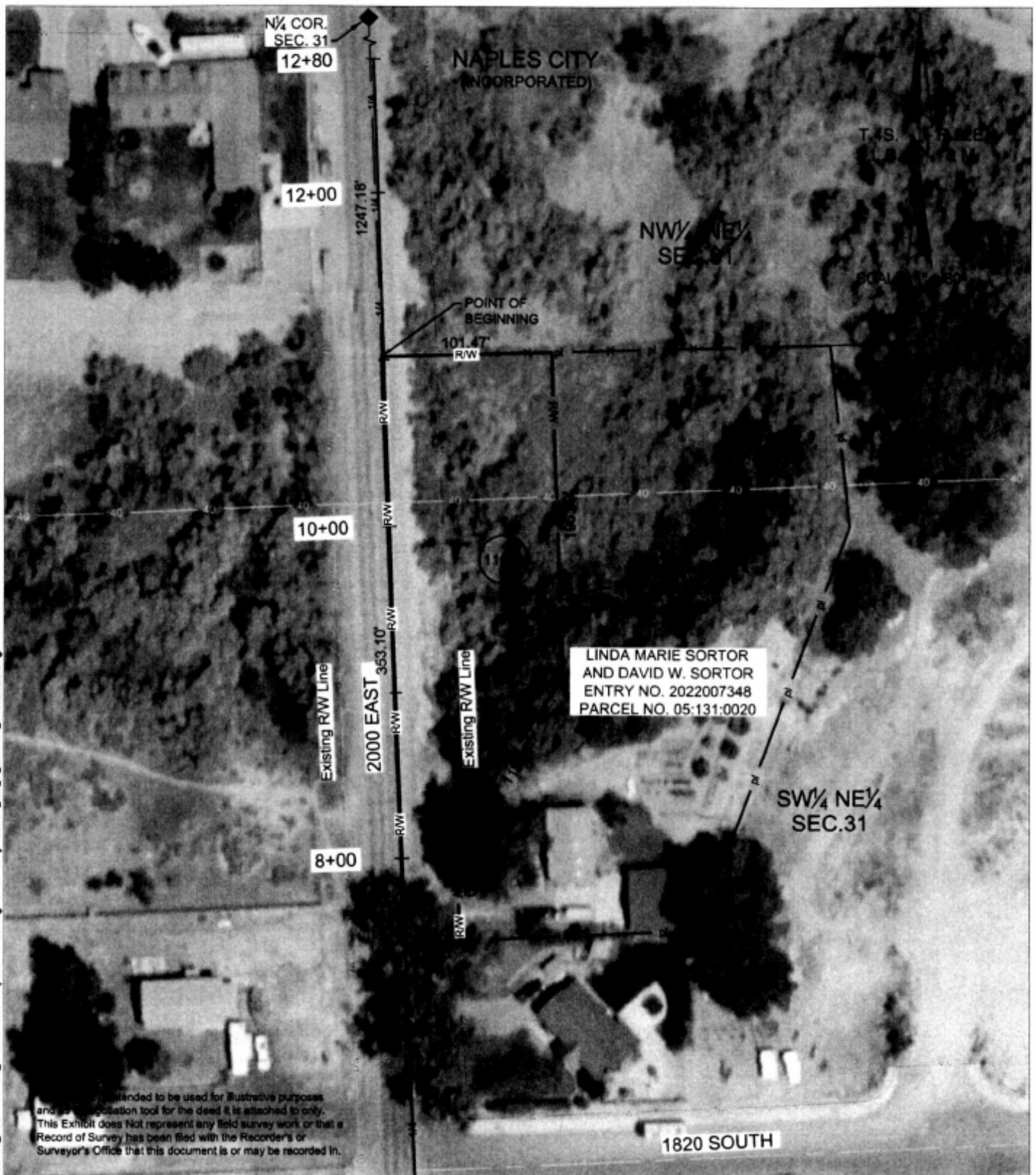
S:\PROJECTS\2023\01_UBOT\20956_F-2805\301 Naples Trail\Right of Way\20956_110_C_Exhibit_03192025.dwg

PARCEL NO.	OWNER	NET AC.	NET SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
110:C	LINDA MARIE SORTOR AND DAVID W SORTOR	0.378	16,467	0.267	1.951	NONE	1.306

EXHIBIT NO	110-EXHIBIT	PARTIAL SUMMARY NO.	01S	PROPERTY OWNER:	LINDA MARIE SORTOR AND DAVID W. SORTOR
PROJECT	NAPLES TRAIL			PROPERTY ADDRESS:	1771 South 2000 East , Vernal, Utah 84078
PROJECT NUMBER	F-2805(3)1	PIN	20956	UTAH DEPARTMENT OF TRASPORTATION REGION 3 - CIVCO ENGINEERING, INC.	

31-Oct-24

S:\PROJECTS\2023\01_100T\20956_F-2805\31 Naples Trail\Right of Way\20956_110_C_Exhibit_031902025.dwg



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Grantee: Naples City

SIGNATURE PAGE
TO
NAPLES CITY
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 3rd day of April, 2025

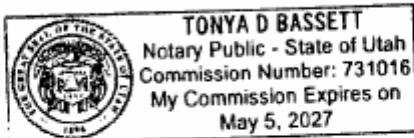
Signature: Linda Marie Sortor
Print Name: Linda Marie Sortor

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

On the 3rd day of April, 2025, personally appeared before me

Linda Marie Sortor the signer(s) of the Agreement set forth above
who duly acknowledged to me that they executed the same.



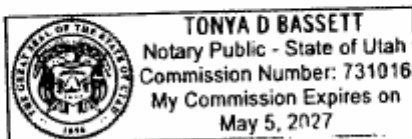
Tonya D. Bassett
NOTARY PUBLIC

DATED this 9 day of April, 2025

Signature: David W. Sortor
Print Name: David W. Sortor

STATE OF UTAH
County of Salt Lake

On the 9th day of April, 2025, personally appeared before me
David W. Sortor the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.



Tonya D. Bassett
NOTARY PUBLIC

Project No: F-2805(3)I Parcel No.(s): 110:C

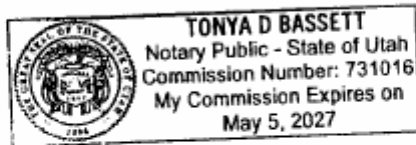
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DATED this 3 day of April, 2025
Micheal Davis
Micheal Davis, Naples City Manager

STATE OF UTAH
County of Uintah

On the 3rd day of April, 2025, personally appeared before me
Micheal Davis the signer(s) of this Agreement for Naples City
who duly acknowledged to me that they executed the same.



Tonya D Bassett
NOTARY PUBLIC