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BK 5175 PG 228

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/22/2010 09:38 AM  
FEE \$0.00 Pgs: 9  
DEP RT REC'D FOR FOUNDERS TITLE CO  
- LAYTON

12-066-0079 et



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

Project No: S-0193(6)0 Parcel No.(s): 98, 98:ST, 98B  
Job/Proj / Auth No: 71127 Pin No: 8021  
Project Location: SR-193 EXTENSION, 2000 WEST TO I-15, DAVIS COUNTY  
County of Property: DAVIS Tax ID / Sidwell No: 12-066-0079-~~pt~~  
Property Address: 360 East 700 South CLEARFIELD UT, 84015  
Owner / Grantor (s): Jerry L. Hamblin and Marilyn K. Hamblin, his wife, as joint tenants  
Owner's Address: 840 West 700 North, CLEARFIELD, UT, 84015  
Owner's Home Phone: (801)776-4631 Owner's Work Phone:

**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 Jerry L. Hamblin and Marilyn K. Hamblin, his wife, as joint tenants ("Property Owners") and State of 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 \$628,500.00 (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

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]*

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

DATED this 29<sup>th</sup> day of November, 2010

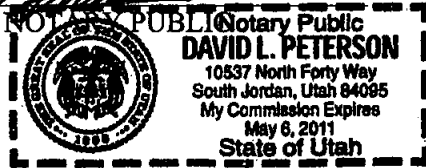
Jerry L. Hamblin Property Owner      Marilyn K. Hamblin Property Owner

STATE OF UTAH  
County of Davis

On the 29 day of November, 2010, personally appeared before me

Jerry L. Hamblin and Marilyn K. Hamblin the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

*David L. Peterson*



DATED this 13<sup>th</sup> day of December, 2010

Karen M. Stein  
~~Eyle McMillan, UDOT Director of Right of Way~~  
Karen Stein, Deputy

STATE OF UTAH  
County of SALT LAKE

On the 13<sup>th</sup> day of DECEMBER, 2010, personally appeared before me

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

*Jolene Ottley*  
NOTARY PUBLIC

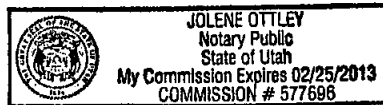


Exhibit "A"

BK 5175 PG 231

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

## Warranty Deed

Tax ID No. 12-066-0079

Parcel No. 0193:98

Davis County

Project No. S-0193(6)0

Jerry L. Hamblin and Marilyn K. Hamblin, his wife, as joint tenants, Grantors, of Clearfield, County of Davis, State of Utah, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of \_\_\_\_\_ 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 for the extension of the existing highway State Route 193 known as Project No. S-0193(6)0, being part of an entire tract of property, situate in the NE1/4NW1/4 of Section 12, in T.4N., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the westerly boundary line of said entire tract and the north line of said Section 12, at a point 2.43 feet perpendicularly distant southerly from the SR-193 control line of said project at Engineer Station 238+29.63. Said point of beginning is 737.88 feet N.89°48'30"W. (West by record) along said north section line from the North Quarter corner of said Section 12; and running thence S.89°48'30"E. 101.20 feet (East by record) along said north section line, being the northerly boundary line of said entire tract, to the easterly boundary line of said entire tract; thence S.0°10'51"W. (South by record) 51.81 feet to a point 55.00 feet perpendicularly distant southerly from said SR-193 control line at Engineer Station 239+30.44; thence S.89°45'30"W. 101.20 feet parallel with said SR-193 control line to said westerly boundary line; thence N.0°10'51"E. (North by record) 52.57 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 parcel of land contains 5,282 square feet in area or 0.12 acre, of which 3,340 square feet is currently occupied by Clearfield City for public use, **the balance of which is 1,942 square feet in area or 0.04 acre.**

Continued on page 2

INDIVIDUAL RW-01 (11-01-03)

Exhibit "A"

BK 5175 PG 232

PAGE 2

Parcel No. 0193:98  
Project No. S-0193(6)0

Together with any and all abutter's rights of underlying fee to the center of existing rights of way appurtenant to this conveyance.

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

Signed in the presence of:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss. \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
\_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_

Notary Public

Exhibit "A"

BK 5175 PG 233

WHEN RECORDED, MAIL TO:  
Clearfield City  
55 South State Street  
Clearfield, UT 84015

## Warranty Deed

Davis County

Tax ID No. 12-066-0079, 47  
Parcel No. 0193:98B  
Project No. S-0193(6)0

Jerry L. Hamblin and Marilyn K. Hamblin, his wife, as joint tenants, Grantors, of Clearfield, County of Davis, State of Utah, hereby CONVEY AND WARRANT to CLEARFIELD CITY, at 55 South State Street, Clearfield, Utah 84015, Grantee, for the sum of \_\_\_\_\_ 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 for the extension of the existing highway State Route 193 known as Project No. S-0193(6)0, being part of an entire tract of property, situate in the NE1/4NW1/4 of Section 12, in T.4N., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly boundary line of said entire tract and the SR-193 southerly highway right of way line of a project known as S-0193(6)0 at a point 25.00 feet perpendicularly distant westerly from the Depot Street control line of said project at Engineer Station 95+44.81. Said point of beginning is 636.68 feet N.89°48'30"W. (West by record) along the north line of said section and 51.81 feet S.0°10'51"W. from the North Quarter corner of said Section 12; and running thence along said easterly boundary line the following three (3) courses and distances: (1) S.0°10'51"W. (South by record) 242.88 feet; (2) S.89°49'09"E. (East by record) 83.27 feet; (3) S.0°10'51"W. (South by record) 661.46 feet parallel with said Depot Street Control line to the northeasterly railroad right of way line of Utah Transit Authority; thence N.30°20'37"W. (Northwesterly by record) 173.79 feet along said northeasterly railroad right of way line; thence N.0°10'51"E. 409.82 feet parallel with said Depot Street Control Line to a point 30.00 feet perpendicularly distant westerly from the said Depot Street control line at Engineer Station 92+00.00; thence N.7°15'45"W. 347.37 feet to said southerly highway right of way line; thence N.89°45'30"E. 50.00 feet along said southerly highway right of way line to the point of beginning. The above described parcel of land contains 60,752 square feet in area or 1.39 acre.

Continued on page 2

INDIVIDUAL RW-01 (11-01-03)

Exhibit "A"

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

Signed in the presence of:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss. \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
\_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

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

Exhibit "A"

BK 5175 PG 235

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. 12-066-0079

Parcel No. 0193:98:ST

Project No. S-0193(6)0

Jerry L. Hamblin and Marilyn K. Hamblin, his wife, as joint tenants, Grantors, of Clearfield, County of Davis, State of Utah, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of \_\_\_\_\_ Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A tract of land in fee, being all of the remainder of an entire tract of property, situate in the NE1/4NW1/4 of Section 12, in T.4N., R.2W., S.L.B.&M. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the SR-193 southerly highway right of way line of a project known as S-0193(6)0 and the westerly boundary line of said entire tract at a point 55.00 feet perpendicularly distant southerly from the SR-193 control line of said project at Engineer Station 238+29.24. Said point of beginning is 737.88 feet N.89°48'30"W. (West by record) along the north line of said section and 52.57 feet S.0°10'51"W. from the North Quarter corner of said Section 12; and running thence N.89°45'30"E. 51.20 feet along said southerly highway right of way line to a point 75.00 feet perpendicularly distant westerly from the Depot Street control line of said project at Engineer Station 95+44.45; thence S.7°15'45"E. 347.37 feet; thence S.0°10'51"W. 409.82 feet to the northeasterly railroad right of way line of Utah Transit Authority; thence N.30°20'37"W. (Northwesterly by record) 189.41 feet along said northeasterly railroad right of way line to said westerly boundary line; thence N.0°10'51"E. (North by record) 590.73 feet along said westerly boundary line to the point of beginning. The above described tract of land contains 56,953 square feet in area or 1.31 acre.

Continued on page 2



Exhibit "A"

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

Signed in the presence of:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss. \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, \_\_\_\_\_, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

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