

17367-KAP

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



E# 3320671 PG 1 OF 10
Leann H. Kilts, WEBER COUNTY RECORDER
04-Apr-24 0447 PM FEE \$0.00 DEP SLW
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, I
ELECTRONICALLY RECORDED



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(324) Parcel No.(s): 242, 242:E, 242:PUE

Pin No: 16391 Job/Proj No: 73944 Project Location: I-15; SR-97 (5600 South), widening of 5600 South
County of Property: WEBER Tax ID / Sidwell No: 09-069-0003
Property Address: 2748 West 5600 South ROY UT, 84067
Owner's Address: 2206 Depot Road, Hayward, CA, 84545 PCV
Owner's Home Phone: Owner's Work Phone: (925)382-4481
Owner / Grantor (s): Prisca, LLC
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 Prisca, LLC ("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 \$421,900.00 (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.

ADDITIONAL TERMS:

The Department agrees to pay an additional \$21,000.00 in the final settlement as an Administrative Settlement.

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 1st day of March, 2024

Signature: [Signature] Signature: _____
 Print Name: Gilmar Salvador Print Name: _____
 Signature: G Signature: _____
 Print Name: _____ Print Name: _____

STATE OF UTAH
 County of Weber

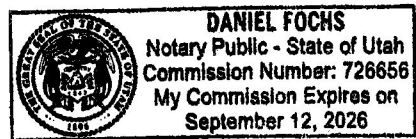
On the 1 day of March, 2024, personally appeared before me

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

[Signature]
 NOTARY PUBLIC

DATED this 21 day of March, 2024

[Signature]
 Ross Crowe
 UDOT Director of Right of Way

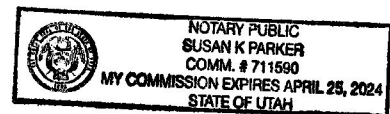


STATE OF UTAH
 County of SALT LAKE

On the 21st day of March, 2024, personally appeared before me

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

[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
(LIMITED LIABILITY COMPANY)
Weber County

Tax ID No. 09-069-0003
PIN No. 16391
Project No. S-R199(324)
Parcel No. R199:242

Prisca, LLC, Grantor, a Limited Liability Company of the 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 Weber County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property situate in the SE1/4 SE1/4 of Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian, for the widening of existing 5600 South Street, known as Project No. S-R199(324). The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing northerly highway right of way line of 5600 South Street, which point is 152.91 feet West (Record N.89°43'10"W.) along the Section line and 33.00 feet North from the Southeast corner of said Section 15; and running thence N.00°26'20"E. 21.13 feet along said existing northerly highway right of way line to a point 52.35 feet perpendicularly distant northerly from the 5600 South right of way control line of said Project, opposite approximate Engineers Station 2076+43.45; thence S.89°43'10"E. 84.26 feet to a point 49.18 feet perpendicularly distant northerly from said right of way control line, opposite Engineers Station 2077+27.66; thence N.43°28'39"E. 44.84 feet to a point 80.69 feet perpendicularly distant northerly from said right of way control line, opposite Engineers Station 2077+59.56; thence N.00°05'47"E. 59.19 feet to a point 139.85 feet perpendicularly distant northerly from said right of way control line, opposite Engineers Station 2077+61.60; thence N.07°01'43"W. 16.08 feet to a point 155.86 feet perpendicularly distant northerly from said right of way control line, opposite Engineers Station 2077+60.15; thence N.00°05'47"E. 0.13 feet to the northerly boundary line of said entire tract at a point 156.00 feet perpendicularly distant northerly from said right of way control line, opposite approximate Engineers Station 2077+60.15; thence East 6.63 feet along said northerly boundary line to the existing westerly right of way line of 2700 West

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Project No. S-R199(324)
Parcel No. R199:242

Street; thence South 107.67 feet along said existing westerly right of way line to said existing northerly highway right of way line of 5600 South Street at a point of curvature of a curve to the right with a radius of 20.83 feet; thence along said existing northerly highway right of way line the following two (2) courses and distances: (1) southwesterly along said curve with an arc length of 32.78 feet, chord bears S.45°00'00"W. 29.50 feet; (2) thence West 99.17 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 3,436 square feet in area or 0.079 acre.

(Note: Rotate above bearings 00°16'53" clockwise to equal NAD83 Highway bearings)

STATE OF)	_____ Prisca, LLC _____
) ss.	
COUNTY OF)	_____ Signature _____
		_____ Print Name and Title _____

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Prisca, LLC and that said document was signed by him/her on behalf of said Prisca, LLC by Authority of its _____.

Notary Public

Exhibit A

E# 3320671 PG 6 OF 10

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

Temporary Easement (LIMITED LIABILITY COMPANY) Weber County

Tax ID No. 09-069-0003
PIN No. 16391
Project No. S-R199(324)
Parcel No. R199:242:E

Prisca, LLC, Grantor, a Limited Liability Company of the 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 consideration, the following described easement in Weber County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property situate in the SE1/4 SE1/4 of Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian, for the purpose of a home demolition, driveway reconstruct, blending of slopes, and appurtenant parts thereof to facilitate the widening of existing 5600 South Street, known as Project No. S-R199(324). 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 existing northerly highway right of way line of 5600 South Street, which point is 152.91 feet West (Record N.89°43'10"W.) along the Section line and 33.00 feet North and 21.13 feet N.00°26'20"E. from the Southeast corner of said Section 15; and running thence N.89°43'10"W. 153.48 feet along said existing northerly highway right of way line to the easterly right of way line of the D&RGW Railroad, also being the westerly boundary line of said entire tract; thence N.03°00'00"W. 315.30 feet along said easterly Railroad right of way line to the northerly boundary line of said entire tract; thence East 76.20 feet along said northerly boundary line to a point 370.87 feet perpendicularly distant northerly from the 5600 South right of way control line of said Project, opposite approximate Engineers Station 2075+60.06; thence S.02°50'32"E.

PIN No. 16391
Project No. S-R199(324)
Parcel No. R199:242:E

208.59 feet; thence S.89°59'36"E. 13.31 feet; thence S.00°16'53"E. 30.00 feet; thence S.89°59'36"E. 181.18 feet; thence N.00°05'47"E. 13.82 feet; thence N.07°01'43"W. 16.12 feet a point 155.80 feet perpendicularly distant northerly from said right of way control line of said Project, opposite Engineers Station 2077+56.14; thence N.00°05'47"E. 0.32 feet to said northerly boundary line; thence East 4.00 feet to the westerly right of way line of 2700 West street of said Project; thence along said westerly boundary line the following three (3) courses and distances: (1) S.00°05'47"W. 0.13 feet; (2) thence S.07°01'43"E. 16.08 feet; (3) thence S.00°05'47"W. 59.19 feet to the northerly highway right of way line of 5600 South street of said Project; thence along said northerly highway right of way line the following two (2) courses and distances: (1) S.43°28'39"W. 44.84 feet; (2) thence N.89°43'10"W. 84.26 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 38,964 square feet in area or 0.895 acre.

(Note: Rotate above bearings 00°16'53" clockwise to equal NAD83 Highway bearings)

STATE OF)	_____ Prisca, LLC _____
) ss.	
COUNTY OF)	_____ Signature _____
		_____ Print Name and Title _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Prisca, LLC and that said document was signed by him/her on behalf of said Prisca, LLC by Authority of its _____.

Notary Public

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

Public Utility Easement (LIMITED LIABILITY COMPANY) Weber County

Tax ID No. 09-069-0003
PIN No. 16391
Project No. S-R199(324)
Parcel No. R199:242:PUE

Prisca, LLC, the undersigned, hereby dedicates a Public Utility Easement described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27. The public utility shall have the right to install, maintain, operate, repair, remove, replace or relocate public utility facilities, including the right of ingress and egress, within said Public Utility Easement. Said public utility easement is non-exclusive and may be used by all public utilities according to the terms of the Public Utility Easement statute.

A public utility easement, upon part of an entire tract of property situate in the SE1/4 SE1/4 of Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian, incident to the widening of existing 5600 South Street, known as Project No. S-R199(324). The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. The boundaries of said public utility easement are described as follows:

Beginning at a point in the existing northerly highway right of way line of 5600 South Street, which point is 152.91 feet West (Record N.89°43'10"W.) along the Section line and 33.00 feet North and 21.13 feet N.00°26'20"E. from the Southeast corner of said Section 15; and running thence N.89°43'10"W. 153.48 feet along said existing northerly highway right of way line to the easterly right of way line of the D&RGW Railroad, also being the westerly boundary line of said entire tract; thence N.03°00'00"W. 16.53 feet along said easterly Railroad right of way line to a point 74.65 feet perpendicularly distant northerly from the 5600 South right of way control line of said Project, opposite approximate Engineers Station 2074+89.76; thence S.89°43'10"E. 240.46 feet to a point 65.60 feet perpendicularly distant northerly from said right of way control line, opposite Engineers Station 2077+30.05; thence N.43°28'39"E. 27.62 feet to a point 85.01 feet perpendicularly distant northerly from said right of way control line, opposite Engineers Station 2077+49.70; thence N.00°05'47"E. 54.59 feet to a point 139.57 feet perpendicularly distant northerly

from said right of way control line, opposite Engineers Station 2077+51.58; thence N.07°01'43"W.16.12 feet to a point 155.63 feet perpendicularly distant northerly from said right of way control line, opposite Engineers Station 2077+50.13; thence N.00°05'47"E. 0.68 feet to said northerly boundary line at a point 156.31 feet perpendicularly distant northerly from the said right of way control line, opposite approximate Engineers Station 2077+50.16; thence East 10.00 feet to the westerly right of way line of 2700 West street of said Project; thence along said westerly boundary line the following three (3) courses and distances: (1) S.00°05'47"W. 0.13 feet; (2) thence S.07°01'43"E. 16.08 feet; (3) thence S.00°05'47"W. 59.19 feet to the northerly highway right of way line of 5600 South street of said Project; thence along said northerly highway right of way line the following two (2) courses and distances: (1) S.43°28'39"W. 44.84 feet; (2) thence N.89°43'10"W. 84.26 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 5,043 square feet in area or 0.116 acre.

(Note: Rotate above bearings 00°16'53" clockwise to equal NAD83 Highway bearings)

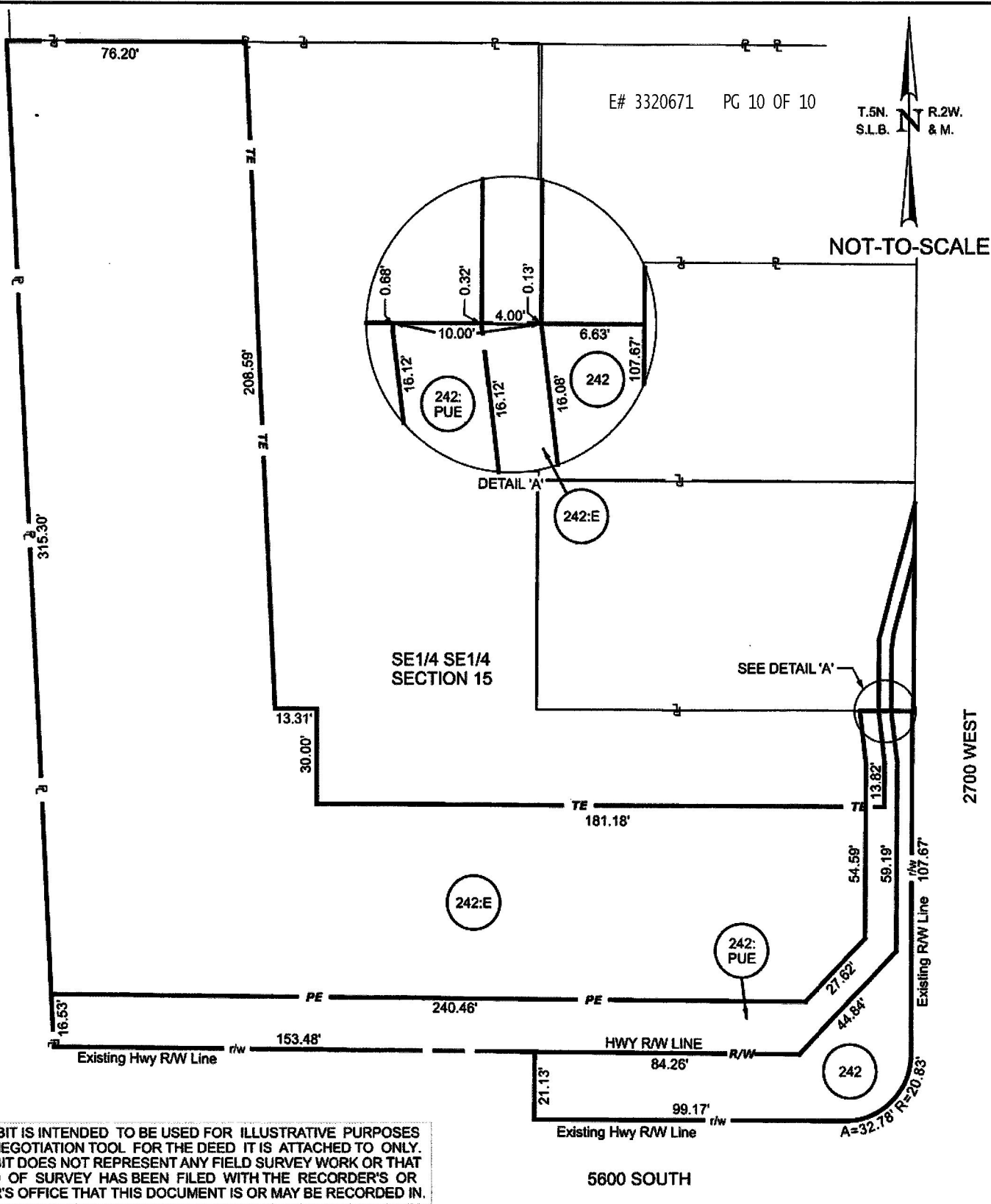
STATE OF)	_____ Prisca, LLC _____
) ss.	
COUNTY OF)	_____
		Signature

		Print Name and Title

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Prisca, LLC and that said document was signed by him/her on behalf of said Prisca, LLC by Authority of its _____.

Notary Public

DGN File: p:\horrocks-pe\hgw.com\horrocks-pe-01\Documents\Projects\202\1\1-15 5600 South in Roy (Design)\163391\Sheet_Files\Right of Way\163391_S-R199(324)_242_Exhibit.dgn



THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT	REMAINING AC. RIGHT
242	PRISCA, LLC	0.079	3,436		1.521	1.442	NONE
242:E	PRISCA, LLC	0.895	38,964			TEMPORARY PUBLIC UTILITY EASEMENT	
242:PUE	PRISCA, LLC	0.116	5,043				

SHEET NO.	242-EXHIBIT	PARTIAL SUMMARY NO.	18P	PROPERTY OWNER:	PRISCA, LLC
PROJECT	I-15; SR-97 (5600 SOUTH)			PROPERTY ADDRESS:	2748 WEST 5600 SOUTH, ROY
PROJECT NUMBER	S-R199(324)	PIN	16391	UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	

22-JUN-2023