

183499-KAP

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



\*W3344639\*

E# 3344639 PG 1 OF 9  
 Leann H. Kilts, WEBER COUNTY RECORDER  
 23-Oct-24 1239 PM FEE \$0.00 DEP DAC  
 REC FOR: COTTONWOOD TITLE INSURANCE AGENCY,  
 ELECTRONICALLY RECORDED



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

Project No: S-R199(324) Parcel No.(s): 509:A, 509:E

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: 08-113-0038  
 Property Address: 5470 South 1900 West Rear ROY UT, 84067 SW BT  
 Owner's Address: 1645 Canyon Oaks Circle, Bountiful, UT, 84010  
 Owner's Home Phone: Owner's Work Phone: (801)856-9897  
 Owner / Grantor (s): USIH ROY 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 USIH ROY 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.

UDOT agrees to pay into escrow the sum of \$317,460 (the "Deposit") and to pay directly to the Property Owners the sum of \$125,340 (collectively such direct payment and the Deposit are referred to as the "Advance Payment") as consideration for entering into this Agreement and as an advance payment on the just compensation to be awarded in a court proceeding or through arbitration or settlement (should such a proceeding be pursued to acquire the property that is determined to be necessary for the project). The Advance Payment shall be applied as a credit towards amounts owed by UDOT at a closing for sale of the subject property to UDOT, or if Owner and UDOT fail to agree on a purchase price for the subject property, the Advance Payment shall be considered a payment pursuant to Utah Code § 78B-6-510(3) in any lawsuit to condemn the subject property. Such Advance Payment shall provide the parties with all the rights and restrictions in Utah Code § 78B-6-510. The escrow for the Deposit will be in a non-interest bearing account at a title company for the benefit of Property Owners, and UDOT will be responsible for the expenses of the escrow account. The Advance Payment 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 subject 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 Advance Payment under this Agreement. UDOT will have the right to approve the release of the Deposit from the 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 this Agreement to properly assess potential third-party claims. In the event it is later determined that all or part of the Advance Payment should properly be paid to other third parties, then UDOT has the right to require that the third parties participate in the release of the Deposit, and UDOT has the right to: (i) apply the Deposit to any remaining liens held by such third parties, and (ii) require the Property Owners to promptly repay the amount of the Advance Payment that was paid directly to the Property Owners for disbursement to such third parties. In the event that UDOT desires to obtain title insurance in connection with the release of the Deposit, or in connection with the Advance Payment, UDOT will pay the premiums for the title coverage.

Project No: S-R199(324) Parcel No.(s): 509:A, 509:E

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 Property Address: 5470 South 1900 West Rear ROY UT, 84067  
 Owner's Address: 1645 Canyon Oaks Circle, Bountiful, UT, 84010  
 Owner's Home Phone: Owner's Work Phone: (801)856-9897  
 Owner / Grantor (s): USIH ROY LLC  
 Grantee: Utah Department of Transportation (UDOT)/The Department

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 to 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.

#### **ADDITIONAL TERMS:**

In an effort to expedite the Project, the Department is offering an incentive payment for properties that must be purchased for this Project. As a result, the compensation for the acquisition of Parcel 509 includes a \$1,500.00 incentive payment for executing a Right of Occupancy Agreement within 30 days (or less) from the offer date.

#### **Exhibits:**

*[Signatures and Acknowledgments to Follow Immediately]*

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 Grantee: Utah Department of Transportation (UDOT)/The Department

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

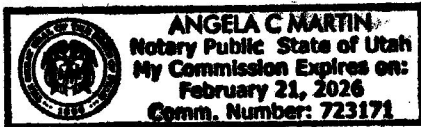
DATED this 22<sup>nd</sup> day of September, 2024

Signature: [Signature] Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Signature: John H. May, MANAGER Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

STATE OF UTAH  
 County of Davis

On the 22 day of September, 2024, personally appeared before me

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



[Signature]  
 NOTARY PUBLIC

DATED this 22 day of September, 2024

[Signature]  
 Ross Crowe  
 UDOT Director of Right of Way

STATE OF UTAH  
 County of Salt Lake

On the 30 day of September, 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

## EXHIBIT A

**Warranty Deed**  
**(CONTROLLED ACCESS)**  
**(LIMITED LIABILITY COMPANY)**  
**Weber County**

Tax ID No. 08-113-0038

PIN No. 16391

Project No. S-R199(324)

Parcel No. R199:509:A

USIH ROY 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 SW1/4 SW1/4 of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, for the widening of existing I-15, known as Project No. S-R199(324). The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and the existing westerly highway right of way and no-access line of I-15, which point is 858.00 feet North along the Section line and 923.25 feet East from the Southwest corner of said Section 13; and running thence S.33°20'17"W. 90.38 feet along said existing westerly highway right of way and no-access line to a point of curvature of a non-tangent curve to the left with a radius of 5677.58 feet at a point 169.03 feet perpendicularly distant westerly from the I-15 right of way control line of said Project, opposite approximate Engineers Station 1072+72.41; thence northerly along said curve with an arc length of 34.54 feet, chord bears N.20°02'18"E. 34.54 feet to a point 165.91 feet perpendicularly distant westerly from said right of way control line, opposite Engineers Station 1073+06.81; thence N.19°51'51"E. 45.78 feet to said northerly boundary line at a point 161.92 feet perpendicularly distant westerly from said right of way control line, opposite approximate Engineers Station 1073+52.42; thence East

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**PIN No. 16391  
Project No. S-R199(324)  
Parcel No. R199:509:A**

**22.28 feet along said northerly 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 parcel of land contains 838 square feet in area or 0.019 acre.**

**(Note: Rotate above bearings 00°16'32" clockwise to equal NAD83 Highway bearings)**

**To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, 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 hereby conveyed to or from said highway.**

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PIN No. 16391  
Project No. S-R199(324)  
Parcel No. R199:509:A

STATE OF )  
 ) ss. USIH ROY LLC  
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 USIH ROY LLC and that said document was signed by him/her on behalf of said USIH ROY LLC by Authority of its \_\_\_\_\_.

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



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

## EXHIBIT A

### **Temporary Easement** (LIMITED LIABILITY COMPANY) Weber County

Tax ID No. 08-113-0038

PIN No. 16391

Project No. S-R199(324)

Parcel No. R199:509:E

USIH ROY 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 considerations, 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 SW1/4 SW1/4 of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, for the purpose building demolition, pavement reconstruction, blending of slopes, and appurtenant parts thereof to facilitate the widening of existing I-15, 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 the intersection of the northerly boundary line of said entire tract and the westerly highway right of way and no-access line of I-15 of said Project, which point is 858.00 feet North along the Section line and 900.97 feet East from the Southwest corner of said Section 13; and running thence along said westerly highway right of way and no-access line the following two (2) courses and distances: (1) S.19°51'51"W. 45.78 feet to a point of curvature of a curve to the right with a radius of 5677.58 feet; (2) thence southerly along said curve with an arc length of 34.54 feet, chord bears S.20°02'18"W. 34.54 feet to the existing westerly highway right of way and no-access

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PIN No. 16391  
Project No. S-R199(324)  
Parcel No. R199:509:E

line of I-15; thence S.33°20'17"W. 121.20 feet along said existing westerly highway right of way and no-access line; thence N.59°12'35"W. 16.68 feet to a point 223.47 feet perpendicularly distant westerly from the I-15 right of way control line of said Project, opposite Engineers Station 1071+62.04; thence N.30°47'25"E. 44.23 feet; thence S.89°45'52"W. 11.15 feet; thence N.00°14'08"W. 29.16 feet; thence N.89°19'13"E. 23.88 feet; thence N.00°40'47"W. 29.37 feet; thence S.89°55'18"E. 21.85 feet; thence N.20°03'42"E. 38.98 feet; thence N.19°51'51"E. 8.13 feet; thence West 13.41 feet; thence North 27.23 feet to said northerly boundary line at a point 209.14 feet perpendicularly distant westerly from said right of way control line, opposite approximate Engineers Station 1073+39.89; thence East 48.85 feet along said northerly 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 5,623 square feet in area or 0.129 acre.

(Note: Rotate above bearings 00°16'32" clockwise to equal NAD83 Highway bearings)



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PIN No. 16391  
Project No. S-R199(324)  
Parcel No. R199:509:E

STATE OF )  
 ) ss.  
COUNTY OF )

USIH ROY LLC

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 USIH ROY LLC and that said document was signed by him/her on behalf of said USIH ROY LLC by Authority of its \_\_\_\_\_.

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