

E 3359918 B 7718 P 1455-1464
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/17/2021 12:06:00 PM
FEE \$0.00 Pgs: 10
DEP eCASH REC'D FOR COTTONWOOD TITLE

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

136113 - KAC

3359918
BK 7718 PG 1455



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(229) Parcel No.(s): 246, 246:E

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193

County of Property: DAVIS Tax ID / Sidwell No: 07-070-0072

Property Address: 127 West 1470 South FARMINGTON UT, 84025

Owner's Address: PO Box 696, Farmington, UT, 84025

Owner's Home Phone: Owner's Work Phone: (801)451-8082

Owner / Grantor (s): Lagoon Investment Company

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

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 Lagoon Investment Company ("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 \$17,800.00 (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 procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman. Property owners agree they will not pursue arbitration through any means that might otherwise be available to them.

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}

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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 3rd day of MARCH, 2021

LAGOON INVESTMENT COMPANY

Property Owner

Property Owner

Property Owner

Property Owner

STATE OF UTAH

County of Davis

On the 3rd day of March, 2021, personally appeared before me

David W. Freed

the signer(s) of the Agreement set forth above,

who duly acknowledged to me that they executed the same.

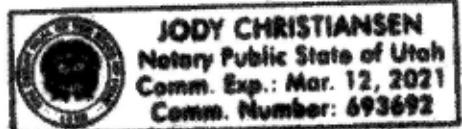
Jody Christiansen

NOTARY PUBLIC

DATED this 9th day of March, 2021

Charles A. Stornmont

UDOT Director/Deputy Director of Right of Way



STATE OF UTAH

County of Salt Lake

On the 9 day of March, 2021, personally appeared before me

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

Krissy Plett
NOTARY PUBLIC

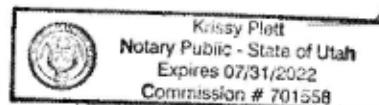


Exhibit "A"

Parcel 246 - Warranty Deed

Parcel 246:E - Perpetual Easement

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

Warranty Deed

(CORPORATION)

Davis County

Tax ID. 07-070-0072

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:246

Lagoon Investment Company, a corporation of the State of Utah, Grantor, 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 Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4 NW1/4 of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract, which point is 805.58 feet S.00°15'20"W. along the Quarter Section line and 2,232.88 feet West from the North Quarter corner of said Section 31; and running thence East 18.10 feet to a point 42.54 feet perpendicularly distant easterly from the East Frontage Road right of way control line of said Project, opposite approximate Engineers Station 198+29.23; thence S.40°56'28"W. 25.40 feet to a point of curvature of a non-tangent curve to the left with a radius of 1028.00 feet at a point 23.24 feet perpendicularly distant easterly from the East Frontage Road right of way control line of said Project, opposite Engineers Station 198+12.71; thence southerly along said curve with an arc length of 91.94 feet, chord bears S.10°42'51"E. 91.91 feet to the southerly boundary line of said entire tract at a point 26.80 feet perpendicularly distant easterly from the East Frontage Road right of way control line of said Project, opposite approximate Engineers Station 197+20.87; thence West 19.11 feet along said southerly boundary line to the westerly boundary line of said entire tract; thence N.00°18'00"E. 109.50 feet along said westerly boundary line to the point of

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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 1,059 square feet in area or 0.024 acre.

(Note: Rotate above bearings 00°19'39" clockwise to equal Highway bearings)

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IN WITNESS WHEREOF, said Lagoon Investment Company has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 ____.

STATE OF) Lagoon Investment Company
) ss.

COUNTY OF)
) By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the _____ of Lagoon Investment Company, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____, and said _____ acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

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

Easement

(CORPORATION)

Davis County

Tax ID No. 07-070-0072

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:246:E

Lagoon Investment Company, a corporation of the State of Utah, Grantor, 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 Davis County, State of Utah, to-wit:

A perpetual easement upon part of an entire tract of property, situate in the NW1/4 NW1/4 of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, in Davis County, Utah, for the purpose of constructing (reconstructing) and maintaining thereon roadway facilities, overhead and buried utilities and appurtenant parts thereof including, but not limited to fiber optics, lighting facilities, communication cables, storm drains, irrigation ditches and pipes, water lines, sewer lines, gas lines, and highway appurtenances including but not limited to slopes and traffic signs to facilitate the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). This easement includes the right to construct, maintain, and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee. This easement shall run with the real property and shall be binding upon the Grantor, successors, heirs and assigns, and includes and conveys all rights of Grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and the easterly right of way line of the East Frontage Road of said Project, which point is 805.58 feet S.00°15'20"W. along the Quarter Section line and 2,214.78 feet West from the North Quarter corner of said Section 31; and running thence East 25.06 feet along said northerly boundary line to a point 67.32 feet perpendicularly distant easterly from the East

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Frontage Road right of way control line of said Project, opposite approximate Engineers Station 198+25.53; thence S.00°01'52"W. 5.94 feet; thence S.89°59'55"W. 16.97 feet; thence S.40°56'23"W. 15.04 feet to a point of curvature of a non-tangent curve to the left with a radius of 1013.00 feet; thence southerly along said curve with an arc length of 27.49 feet, chord bears S.08°56'33"E. 27.49 feet; thence N.81°30'35"E. 5.00 feet to a point of curvature of a non-tangent curve to the left with a radius of 1008.00 feet; thence southerly along said curve with an arc length of 67.18 feet, chord bears S.11°38'08"E. 67.16 feet to the southerly boundary line of said entire tract at a point 47.14 feet perpendicularly distant easterly from the East Frontage Road right of way control line of said Project, opposite approximate Engineers Station 197+17.83; thence West 20.56 feet along said southerly boundary line to the easterly right of way line of East Frontage Road to a point of curvature of a non-tangent curve to the right with a radius of 1028.00 feet; thence along said easterly right of way line the following two (2) courses and distances: (1) northerly along said curve with an arc length of 91.94 feet, chord bears N.10°42'51"W. 91.91 feet; (2) thence N.40°56'23"E. 25.40 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 part of an entire tract contains 2,055 square feet in area or 0.047 acre.

(Note: Rotate above bearings 00°19'39" clockwise to equal Highway bearings)

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PIN No. 11268
Project No. S-R199(229)
Parcel No. R199:246:E

IN WITNESS WHEREOF, said Lagoon Investment Company has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 ____.

STATE OF) Lagoon Investment Company
) ss.
COUNTY OF)
) By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the _____ of Lagoon Investment Company, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____, and said _____ acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public