

130724-JCP

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

3419110  
BK 7845 PG 853

E 3419110 B 7845 P 853-858  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/16/2021 1:53:00 PM  
FEE \$0.00 Pgs: 6  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS AG



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

Project No: S-R199(229) Parcel No.(s): 413:T

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: 11-090-0056  
Property Address: Approx. 2327 W 200 N KAYSVILLE UT, 84037  
Owner's Address: 17 East Winchester Str #200, Murray, UT, 84107  
Owner's Home Phone: Owner's Work Phone: (801)264-9800  
Owner / Grantor (s): Perry Land Investments, LLC, a Utah limited liability 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 Perry Land Investments, LLC, a Utah limited liability 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 \$1,142,500.00 (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

Project No: S-R199(229) Parcel No.(s): 413:T

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: 11-090-0056  
Property Address: Approx. 2327 W 200 N KAYSVILLE UT, 84037  
Owner's Address: 17 East Winchester Str #200, Murray, UT, 84107  
Owner's Home Phone: Owner's Work Phone: (801)264-9800  
Owner / Grantor (s): Perry Land Investments, LLC, a Utah limited liability company  
Grantee: Utah Department of Transportation (UDOT)/The Department

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:**

**ADDITIONAL TERMS:**

A new appraisal will be delivered to Bill Perry by August 4, 2021 and the appraiser will be required to consider damages in the appraisal report.

If we have not agreed to the value by the September 15, 2021, UDOT will file the condemnation.

*[Signatures and Acknowledgments to Follow Immediately]*



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

3419110  
BK 7845 PG 856

**Warranty Deed**  
(LIMITED LIABILITY COMPANY)  
Davis County

Tax ID No. 11-090-0056  
PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:413:T

Perry Land Investments, LLC, a Utah limited liability company, 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 tract of land in Davis County, State of  
Utah, to-wit:

A tract of land in fee, being all of an entire tract of property, situate in the  
SE1/4 SE1/4 of Section 31, Township 4 North, Range 1 West, 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 tract of land are described as follows:

Beginning at the southwesterly corner of said entire parcel, said point being  
N00°05'30"E 723.73 feet along the section line and N89°54'30"W 726.44 feet from the  
Southeast Corner of said Section 31, and running thence N39°20'06"W 304.63 feet along  
the southwesterly line as established by Boundary Line Agreements as recorded in the  
Office of the Davis County Recorder as Entry #1880283 & Entry #1880289; thence  
N50°29'52"E 431.21 feet; thence S39°35'39"E 304.26 feet to the proposed northwesterly  
right of way line of Schick Lane; thence along said northwesterly right of way line the  
following seven (7) courses, (1) S50°26'59"W 212.53 feet; thence (2) along the arc of a  
curve to the right with a radius of 15.00 feet a distance of 23.62 feet through a central angle  
of 90°12'54" Chord: N84°26'34"W 21.25 feet; thence (3) S50°39'54"W 27.50 feet; thence  
(4) S39°20'08"E 0.32 feet; thence (5) S50°39'54"W 27.50 feet; thence (6) Southerly along  
the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears:  
S50°39'54"W) a distance of 23.51 feet through a central angle of 89°47'06" Chord:  
S05°33'27"W 21.17 feet; thence (7) S50°26'59"W 135.06 feet to the point of beginning.



**ADDENDUM NO. 1**  
**TO**  
**RIGHT OF ENTRY AND OCCUPANCY AGREEMENT**

**THIS IS AN  ADDENDUM  COUNTEROFFER** to that RIGHT OF ENTRY OCCUPANCY AGREEMENT (the "ROO") with an Offer Reference Date of 6th day of August, 2021 including all prior addenda and counteroffers, between UDOT as Buyer, and Perry Land Investments, LLC as Seller, regarding the Property located at approx. 2327 W. 200 N., Kaysville, 84037; Tax ID 11-090-0056; Parcel 413. The following terms are hereby incorporated as part of the ROO:

This is an addendum to the Right of Entry and Occupancy that was signed on August 6th, 2021. This addendum extends the date to deliver the updated appraisal to August 30th, 2021. The appraisal was emailed to Bill Perry on August 30th, 2021.

This will also extend the date to agree to the value until October 1, 2021. If value is not agreed to by October 1, 2021, Agent will submit the condemnation file to UDOT on or before October 15th, 2021 for condemnation.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the ROO, including all prior addenda and counteroffers, these terms shall control. All other terms of the ROO, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.

[Signature] 9/1/21 5:00 pm  
[ ] Buyer [ X ] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

**ACCEPTANCE:** [ ] Seller [ X ] Buyer hereby accepts the terms of this ADDENDUM.

[ ] **COUNTEROFFER:** [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_

Charles Smith 9/2/2021 8:28 AM  
(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] **REJECTION:** [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.