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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/12/2021 4:55:00 PM  
FEE \$0.00 Pgs: 12  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

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



Keeping Utah Moving

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

Project No: S-R199(229) Parcel No.(s): 684D:2E, 684D:A, 684D: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: 12-040-0081  
Property Address: Approx. 3350 West 200 South SYRACUSE UT, 84075  
Owner's Address: 1882 Woodhaven Drive, Henderson, NV, 89074  
Owner's Home Phone: Owner's Work Phone: (702)205-4627  
Owner / Grantor (s): Reddsand Enterprises  
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 Reddsand Enterprises ("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 \$164,800.00 (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 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]*

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

DATED this 15<sup>th</sup> day of September, 2021

Claudia R Sandberg  
Property Owner

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner

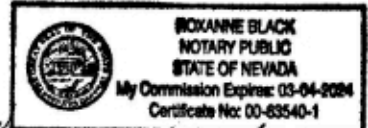
\_\_\_\_\_  
Property Owner

STATE OF ~~UTAH~~ <sup>Nevada</sup>  
County of Clark

On the 10<sup>th</sup> day of September, 2021, personally appeared before me

Claudia R. Sandberg the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

Stephanie Black  
NOTARY PUBLIC



DATED this 20<sup>th</sup> day of September, 2021

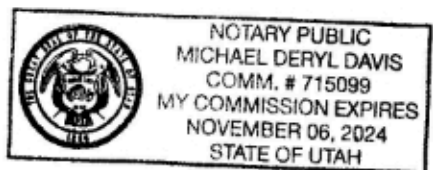
Charles A. Stewart  
UDOT Director ~~Deputy Director~~ of Right of Way

STATE OF ~~UTAH~~  
County of Salt Lake

On the 22<sup>nd</sup> day of September, 2021, personally appeared before me

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

Michael Deryl Davis  
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**  
(CONTROLLED ACCESS)  
(LIMITED LIABILITY COMPANY)  
Davis County

Tax ID No. 12-038-0047  
12-040-0081  
PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:684D:A

Reddsand Enterprises, a Limited Liability Company 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 SE1/4 of Section 5, Township 4 North, Range 2 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 parcel of land are described as follows:

Beginning in the westerly boundary line of said entire tract at a point 75.00 feet perpendicularly distant northwesterly from the SR-193 right of way control line of said Project opposite approximate Engineers Station 8064+57.08, which point is 1526.25 feet West along the Section line and 2640.00 feet South and 206.25 feet West and 798.20 feet South from the Northeast corner of said Section 5; and running thence N.47°36'43"E 279.25 feet parallel with said right of way control line to the easterly boundary line of said entire tract at a point 75.00 feet perpendicularly distant northwesterly from the SR-193 right of way control line of said Project opposite approximate Engineers Station 8067+36.33; thence South 203.09 feet along said easterly boundary line to a point 75.00 feet perpendicularly distant southeasterly from the SR-193 right of way control line of said Project opposite approximate Engineers Station 8065+99.42; thence S.47°36'43"W 279.25 feet parallel with said right of way control line, to said westerly boundary line to a point 75.00 feet perpendicularly distant southeasterly from the SR-193 right of way control line of said Project opposite approximate Engineers Station 8063+20.17; thence North

203.09 feet along said westerly 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 41,888 square feet in area or 0.962 acre.

(Note: Rotate above bearings 00°23'22" 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; **EXCEPTING** and reserving to said Owners, their successors or assigns, the right of access to the nearest roadway of said highway over and across the northwesterly right of way line for a 38.52-foot section, which said section centers at a point directly opposite Highway Engineer Station 8064+76.34, said section being part of a 106.00-foot section of a shared access, which said section centers at a point directly opposite Highway Engineer Station 8064+42.60, and the southeasterly right of way line for a 106.00-foot section, which said section centers at a point directly opposite Highway Engineer Station 8064+42.61.

STATE OF )  
 ) ss.  
COUNTY OF )

Reddsand Enterprises

By \_\_\_\_\_

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 Reddsand Enterprises and that said document was signed by him/her on behalf of said Reddsand Enterprises 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

## Easement

(LIMITED LIABILITY COMPANY)

Davis County

Tax ID No. 12-038-0047

12-040-0081

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:684D:2E

Reddsand Enterprises, a Limited Liability Company 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 consideration, 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 SE1/4 of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining cut and/or fill slopes and appurtenant parts thereof incident to 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 westerly boundary line of said entire tract and the southeasterly highway right of way and no-access line of SR-193 of said Project, which point is 1526.25 feet West along the Section line and 2640.00 feet South and 206.25 feet West and 1001.29 feet South from the Northeast corner of said Section 5; and running thence N.47°36'43"E 279.25 feet along said southeasterly highway right of way and no-access line to the easterly boundary line of said entire tract; thence South 13.54 feet along said easterly boundary line to a point 85.00 feet perpendicularly distant southeasterly from the SR-193 right of way control line of said Project opposite approximate Engineers Station 8065+90.29; thence S.47°36'43"W. 279.25 feet parallel with said right of way control line to the westerly boundary line of said entire tract at a point 85.00 feet

perpendicularly distant northwesterly from the SR-193 right of way control line of said Project opposite approximate Engineers Station 8063+11.04; thence North 13.54 feet along said westerly 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 part of an entire tract contains 2,793 square feet in area or 0.064 acre.

(Note: Rotate above bearings 00°23'22" clockwise to equal NAD83 Highway bearings)



STATE OF            )                                 Reddsand Enterprises  
                          ) ss.  
COUNTY OF        )

By \_\_\_\_\_

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 Reddsand Enterprises and that said document was signed by him/her on behalf of said Reddsand Enterprises by Authority of its \_\_\_\_\_.

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

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## Easement

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Beginning at the intersection of the westerly boundary line of said entire tract and the northwesterly highway right of way and no-access line of SR-193 of said Project, which point is 1526.25 feet West along the Section line and 2640.00 feet South and 206.25 feet West and 798.20 feet South from the Northeast corner of said Section 5; and running thence North 13.54 feet along said westerly boundary line to a point 85.00 feet perpendicularly distant northwesterly from the SR-193 right of way control line of said Project opposite approximate Engineers Station 8064+66.21; thence N.47°36'43"E. 279.25 feet parallel with said right of way control line to the easterly boundary line of said entire tract at a point 85.00 feet perpendicularly distant northwesterly from the SR-193 right of way control line of said Project opposite approximate Engineers Station 8067+45.46;

thence South 13.54 feet to said northerly highway right of way and limited-access line of SR-193 of said Project; thence S.47°36'43"W 279.25 feet along said limited-access 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 part of an entire tract contains 2,793 square feet in area or 0.064 acre.

(Note: Rotate above bearings 00°23'22" clockwise to equal NAD83 Highway bearings)

STATE OF            )                            Reddsand Enterprises  
                          ) ss.  
COUNTY OF        )

By \_\_\_\_\_

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