

109263-KAP
WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420

3531205
BK 8268 PG 451

E 3531205 B 8268 P 451-464
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/02/2023 12:20:55 PM
FEE: \$0.00 Pgs: 14
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0108(36)6 Parcel No.(s): 207, 207:2E, 207:E, 207:PUE
Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North
County of Property: DAVIS Tax ID / Sidwell No: 14-479-0009
Property Address: 1912 West 1800 North CLINTON UT, 84015
Owner's Address: 3575 West 900 South, Salt Lake City, UT, 84101
Owner's Home Phone: Owner's Work Phone: (801)573-9900
Owner / Grantor (s): Muir Enterprises, Inc., a Utah corporation
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 Muir Enterprises, Inc., a Utah corporation ("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 \$396,300.00 (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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Owner / Grantor (s): Muir Enterprises, Inc., a Utah corporation
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 25th day of April, 2023

Muir Enterprises, Inc. by
Signature: Phillip R. Muir
Print Name: Phillip R. Muir, President

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

STATE OF UTAH
County of Salt Lake

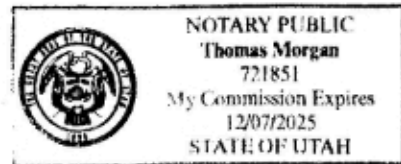
On the 25th day of April, 2023, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 30th day of May, 2023

Charles A. Stormont
Charles A. Stormont
UDOT Director of Right of Way



STATE OF UTAH
County of Salt Lake

On the 23 day of May, 2023, personally appeared before me

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

[Signature]
NOTARY PUBLIC

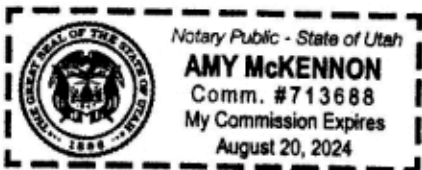


EXHIBIT "A"

207 – Warranty Deed

207:PUE – Public Utility Easement

207:E – Temporary Easement

207:2E – Temporary Easement

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

3531205
BK 8268 PG 455

Warranty Deed

(CORPORATION)

Davis County

Tax ID No. 14-479-0009

Pin No. 15680

Project No. S-0108(36)6

Parcel No. 0108:207

Muir Enterprises, Inc., a Utah corporation, 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 consideration, 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 Lot 9, Park Plaza Subdivision 3rd Amendment according to the official plat thereof recorded September 10, 2012 as Entry No. 2686122 in Book 5602 at Page 1317, also situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said Lot 9, which corner is on the existing northerly right of way line of SR-37, which point is 42.00 feet N.00°07'29"E. along the section line and 363.00 feet S.89°59'58"E. from the West Quarter Corner of said Section 27; and running thence along the westerly boundary line of said Lot 9 N.00°07'29"E. 22.70 feet to a point which is 61.50 feet perpendicularly distant northerly from the SR-37 control line of said project, at Engineer Station 18+66.68; thence S.89°59'58"E. 158.32 feet to a point which is 61.50 feet perpendicularly distant northerly from said SR-37 control line of said project, at Engineer Station 20+25.00; thence S.83°13'38"E. 80.56 feet to a point which is 52.00 feet perpendicularly distant northerly from said SR-37 control line of said project, at Engineer Station 21+05.00; thence S.89°59'58"E. 107.00 feet to a point which is 52.00 feet perpendicularly distant northerly from said SR-37 control line of said project, at Engineer Station 22+12.00; thence N.48°15'20"E. 37.18 feet, more or less, to the southeast corner of Lot 8 of said Park Plaza Subdivision 3rd Amendment, which corner

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207

is 76.76 feet perpendicularly distant westerly from the SR-108 control line of said project, at Engineer Station 22+39.74; thence S.89°59'58"E. 24.99 feet, more or less, to a point on the easterly boundary line of said Lot 9, which point is 76.76 feet perpendicularly distant westerly from said SR-37 control line of said project, at Engineer Station 22+64.73; thence along said easterly boundary line of said Lot 9 S.00°00'20"E. 37.96 feet, more or less, to the southeast corner of said Lot 9, which corner is on the existing northerly right of way line of said SR-37; thence along the southerly boundary line of said Lot 9 coincident with said existing northerly right of way line of said SR-37 N.89°59'58"W. 398.10 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 8,102 square feet or 0.186 acre in area, more or less.

(Note: Rotate above bearings 00°19'50" clockwise to equal NAD83 project bearings)

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207

Muir Enterprises, Inc.
a Utah corporation

STATE OF)
) 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 Muir Enterprises, Inc., a Utah corporation and that said document was signed by him/her on behalf of said Muir Enterprises, Inc., a Utah corporation 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

3531205
BK 8268 PG 458

Temporary Easement
(CORPORATION)
Davis County

Tax ID No. 14-479-0009
Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207:2E

Muir Enterprises, Inc., a Utah corporation, 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 temporary easement, upon part of an entire tract of property, situate in Lot 9, Park Plaza Subdivision 3rd Amendment according to the official plat thereof recorded September 10, 2012 as Entry No. 2686122 in Book 5602 at Page 1317, also situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. 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 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.

Beginning at a point on the easterly boundary line of said Lot 9, which point is 42.00 feet N.00°07'29"E. along the section line and 761.11 feet S.89°59'58"E. and 37.96 feet N.00°02'00"W. from the East Quarter Corner of said Section 28, which point is also 76.76 feet perpendicularly distant northerly from the SR-37 control line of said project, at Engineer Station 22+64.73; and running thence along the project northerly right of way line of said SR-37 N.89°59'58"W. 24.99 feet to the southeast corner of Lot 8 of said Park Plaza Subdivision 3rd Amendment; thence along the easterly boundary line of said Lot 8 N.00°00'06"E. 13.40 feet; thence S.89°59'58"E. 24.99 feet to a point on said easter boundary line of said Lot 9; thence S.00°00'20"E. 13.40 feet, more or less, to the

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207:2E

point of beginning. The above described easement contains 335 square feet or 0.008 acre in area, more or less.

(Note: Rotate above bearings 00°19'50" clockwise to equal NAD83 project bearings.)

Muir Enterprises, Inc.

a Utah corporation

STATE OF)
) 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 Muir Enterprises, Inc., a Utah corporation and that said document was signed by him/her on behalf of said Muir Enterprises, Inc., a Utah corporation 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

3531205
BK 8268 PG 460

Temporary Easement
(CORPORATION)
Davis County

Tax ID No. 14-479-0009
Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207:E

Muir Enterprises, Inc., a Utah corporation, 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 temporary easement, upon part of an entire tract of property, situate in Lot 9, Park Plaza Subdivision 3rd Amendment according to the official plat thereof recorded September 10, 2012 as Entry No. 2686122 in Book 5602 at Page 1317, also situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to SR-108, 300 North to 1800 North, known as project number S-0108(36)6. 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 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.

Beginning at a point on the west boundary line of said Lot 9, which point is 42.00 feet N.00°07'29"E. along the section line and 363.00 feet S.89°59'58"E. and 22.70 feet N.00°07'29"E. from the East Quarter Corner of said Section 28, which point is also 61.50 feet perpendicularly distant northerly from the SR-37 control line of said project, at Engineer Station 18+66.68; and running thence along the west boundary line of said Lot 9 N.00°07'29"E. 10.00 feet; thence S.89°59'58"E. 158.89 feet; thence S.83°13'38"E. 49.64 feet, more or less, to the west boundary line of Lot 8 of said Park Plaza Subdivision 3rd Amendment; thence along said west boundary line of said Lot 8 South 2.74 feet to the southwest corner of said Lot 8; thence along the southerly

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207:E

boundary line of said Lot 8 N.89°59'21"E. 23.01 feet; thence S83°13'38"E. 7.75 feet; thence S.89°59'58"E. 50.41 feet; thence N.00°00'02"E. 5.00 feet; thence S.89°59'58"E. 57.79 feet; thence N.48°15'20"E. 14.65 feet to a point on said south boundary of said Lot 8; thence along said south boundary of said Lot 8 East 15.02 feet, more or less, to a point on the project northerly right of way line of said SR-37; thence the following four (4) courses along said northerly right of way line of said SR-37: (1) S.48°15'20"W. 37.18 feet; (3) N.89°59'58"W. 107.00 feet; (4) N.83°13'38"W. 80.56 feet; (5) N.89°59'58"W. 158.32 feet, more or less, to the point of beginning. The above described easement contains 3,980 square feet or 0.091 acre in area, more or less.

(Note: Rotate above bearings 00°19'50" clockwise to equal NAD83 project bearings.)

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207:E

Muir Enterprises, Inc.
a Utah corporation

STATE OF)
) 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 Muir Enterprises, Inc., a Utah corporation and that said document was signed by him/her on behalf of said Muir Enterprises, Inc., a Utah corporation 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

3531205
BK 8268 PG 463

Public Utility Easement

(CORPORATION)

Davis County

Tax ID No. 14-479-0009
Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207:PUE

Muir Enterprises, Inc., a Utah corporation, Grantor, the undersigned, hereby DEDICATES a Public Utility Easement for the use and installation of public utility facilities as provided in the Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used by all public utilities according to the terms of the PUE Statute.

A public utility easement, upon part of an entire tract of property, situate in Lot 9, Park Plaza Subdivision 3rd Amendment according to the official plat thereof recorded September 10, 2012 as Entry No. 2686122 in Book 5602 at Page 1317, also situate in the SW1/4 NW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., in Davis County, Utah.

Beginning at a point on the west boundary line of said Lot 9, which point is 42.00 feet N.00°07'29"E. along the section line and 363.00 feet S.89°59'58"E. and 22.70 feet N.00°07'29"E. from the East Quarter Corner of said Section 28, which point is also 61.50 feet perpendicularly distant northerly from the SR-37 control line of said project, at Engineer Station 18+66.68; and running thence along the west boundary line of said Lot 9 N.00°07'29"E. 10.00 feet; thence S.89°59'58"E. 158.89 feet; thence S.83°13'38"E. 49.64 feet, more or less, to the west boundary line of Lot 8 of said Park Plaza Subdivision 3rd Amendment; thence along said west boundary line of said Lot 8 South 2.74 feet to the southwest corner of said Lot 8; thence along the southerly boundary line of said Lot 8 N.89°59'21"E. 23.01 feet; thence S83°13'38"E. 7.75 feet; thence S.89°59'58"E. 117.61 feet, more or less, to a point on the project northerly right of way line of said SR-37; thence the following four (4) courses along said northerly right of way line of said SR-37: (1) S.48°15'20"W. 15.02 feet; (2) N.89°59'58"W. 107.00 feet; (3) N.83°13'38"W. 80.56 feet; (4) N.89°59'58"W. 158.32 feet, more or less, to the point of beginning. The above described easement contains 3,483 square feet or 0.080 acre in

Pin No. 15680
Project No. S-0108(36)6
Parcel No. 0108:207:PUE

area, more or less, of which 100 square feet, or 0.002 acre is now occupied by the existing public utility easement. Balance is 3,383 square feet, or 0.078 acre.

(Note: Rotate above bearings 00°19'50" clockwise to equal NAD83 project bearings.)

Muir Enterprises, Inc.
a Utah corporation

STATE OF)
) 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 Muir Enterprises, Inc., a Utah corporation and that said document was signed by him/her on behalf of said Muir Enterprises, Inc., a Utah corporation by Authority of its _____.

Notary Public