

108244-KAP

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

3532219  
BK 8274 PG 528

E 3532219 B 8274 P 528-537  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/12/2023 02:30:47 PM  
FEE: \$40.00 Pgs: 10  
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): 202, 202:E, 202: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: 14-386-0001  
Property Address: 1917 West 1800 North CLINTON UT, 84015  
Owner's Address: 2231 East Murray Holladay Road, #200, Holladay, UT, 84117  
Owner's Home Phone: Owner's Work Phone: (801)674-8906  
Owner / Grantor (s): ICI Clinton Pines, 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 Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between ICI Clinton Pines, 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 \$356,000.00 (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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County of Property: DAVIS Tax ID / Sidwell No: 14-386-0001  
Property Address: 1917 West 1800 North CLINTON UT, 84015  
Owner's Address: 2231 East Murray Holladay Road, #200, Holladay, UT, 84117  
Owner's Home Phone: Owner's Work Phone: (801)674-8906  
Owner / Grantor (s): IC1 Clinton Pines, LLC, a Utah limited liability company  
Grantee: Utah Department of Transportation (UDOT)/The Department

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

DATED this 5 day of May, 2023

Signature: [Handwritten Signature]  
Print Name: Keith Anderson  
manager

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

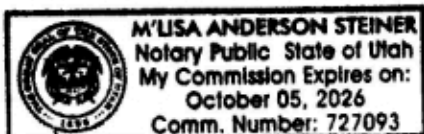
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF UTAH  
County of Salt Lake

On the 8 day of May, 2023, personally appeared before me

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



[Handwritten Signature]  
NOTARY PUBLIC

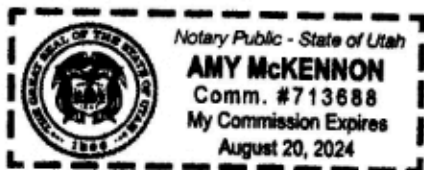
DATED this 23<sup>rd</sup> day of May, 2023

[Handwritten Signature]  
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.



[Handwritten Signature]  
NOTARY PUBLIC



Project No: S-0108(36)6 Parcel No.(s): 202, 202:E, 202:PUE

Pin No: 15680 Job/Proj No: 72699 Project Location: SR-108; 300 North to 1800 North

County of Property: DAVIS Tax ID(s) / Sidwell No: 14-386-0001

Property Address: 1917 West 1800 North CLINTON UT, 84015

Owner's Address: 2231 East Murray Holladay Road, #200, Holladay, UT, 84117

Primary Phone: 801-674-8906

Owner's Home Phone:

Owner's Work Phone: (801)674-8906

Owner / Grantor (s): IC1 Clinton Pines, LLC, a Utah limited liability company

**Exhibit A**  
**(Attach conveyance documents)**

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

3532219  
BK 8274 PG 532

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

Tax ID No. 14-386-0001  
Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:202

IC1 Clinton Pines, 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 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 1 of Clinton Pines Subdivision Phase 3 according to the official plat thereof in the office of the Davis County Recorder, recorded as Entry No. 2018178 in Book 3625 at Page 1326, also situate in the NW1/4 SW1/4 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 northwest corner of said Lot 1, which corner is 238.99 feet N.89°59'21"E. along the quarter section line and 42.00 feet S.00°09'39"W. from the West Quarter Corner of said Section 27; and running thence along the northerly boundary line of said Lot 1 coincident with the southerly right of way line of SR-37 N.89°59'21"E. 496.31 feet to the northeast corner of said Lot 1; thence along the easterly boundary line of said Lot 1 S.00°00'41"W. (*South per plat*) 9.80 feet to a point which is 55.00 feet perpendicularly distant southerly from the SR-37 control line of said project, at Engineer Station 22+38.70; thence along said southerly right of way line S.89°59'21"W. 496.33 feet, more or less, to a point on the westerly boundary line of said Lot 1, which point is 55.00 feet perpendicularly distant southerly from said SR-37 control line of said project, at Engineer Station 17+42.37; thence along said westerly boundary line N.00°10'20"E. (*N.00°09'39"E. per plat*) 9.80 feet to the point of beginning as shown on the official map

Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:202

of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 4,864 square feet or 0.112 acre in area, more or less.

(Note: Rotate above bearings 00°20'31" clockwise to equal NAD83 project bearings.)

			<u>IC1 Clinton Pines, LLC</u> a Utah limited liability company
STATE OF	)		
	) ss.		
COUNTY OF	)		<u>Signature</u>
			<u>Print Name and Title</u>

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 IC1 Clinton Pines, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said IC1 Clinton Pines, LLC, a Utah limited liability company 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

3532219  
BK 8274 PG 534

**Temporary Easement**  
(LIMITED LIABILITY COMPANY)  
Davis County

Tax ID No. 14-386-0001  
Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:202:E

IC1 Clinton Pines, LLC, a Utah limited liability company, 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 1 of Clinton Pines Subdivision Phase 3 according to the official plat thereof in the office of the Davis County Recorder, recorded as Entry No. 2018178 in Book 3625 at Page 1326, also situate in the NW1/4 SW1/4 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 westerly boundary line of said Lot 1, which point is 238.99 feet N.89°59'21"E. along the quarter section line and 42.00 feet S.00°09'39"W. and 9.80 feet S.00°10'20"W. from the West Quarter Corner of said Section 27, which point is 55.00 feet perpendicularly distant southerly from the SR-37 control line of said project, at Engineer Station 17+42.37; and running thence along the project southerly right of way line of SR-37 N.89°59'21"E. 496.33 feet to a point on the easterly boundary line of said Lot 1; thence along said easterly boundary line S.00°00'42"W. (South per plat ) 31.00 feet; thence S.89°59'21"W. 8.69 feet; thence N.26°34'06"W. 17.88 feet; thence S.89°59'21"W. 28.00 feet; thence

Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:202:E

N.00°00'39"W. 5.00 feet; thence S.89°59'21"W. 186.50 feet; thence S.44°59'13"W. 27.58 feet; thence S00°00'39"E 29.50 feet; thence S.89°59'21"W. 67.50 feet; thence N.00°00'39"W. 25.50 feet; thence N.56°52'30"W. 42.99 feet; thence S.89°59'21"W. 142.16 feet, more or less, to a point on the westerly boundary line of said Lot 1; thence along said westerly boundary line N.00°10'20"E. (N.00°09'39"E. per plat ) 10.00 feet to the point of beginning. The above described easement contains 9,312 square feet or 0.214 acre in area, more or less.

(Note: Rotate above bearings 00°20'31" clockwise to equal NAD83 project bearings.)

STATE OF )  
 ) ss.  
COUNTY OF )

IC1 Clinton Pines, LLC  
a Utah limited liability company

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 IC1 Clinton Pines, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said IC1 Clinton Pines, LLC, a Utah limited liability company 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

3532219  
BK 8274 PG 536

**Public Utility Easement**  
(LIMITED LIABILITY COMPANY)  
Davis County

Tax ID No. 14-386-0001  
Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:202:PUE

IC1 Clinton Pines, LLC, a Utah limited liability company, 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 1 of Clinton Pines Subdivision Phase 3 according to the official plat thereof in the office of the Davis County Recorder, recorded as Entry No. 2018178 in Book 3625 at Page 1326, also situate in the NW1/4 SW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., in Davis County, Utah.

Beginning at a point on the westerly boundary line of said Lot 1, which point is 238.99 feet N.89°59'21"E. along the quarter section line and 42.00 feet S.00°09'39"W. and 9.80 feet S.00°10'20"W. from the West Quarter Corner of said Section 27, which point is 55.00 feet perpendicularly distant southerly from the SR-37 control line of said project, at Engineer Station 17+42.37; and running thence along the project southerly right of way line of said SR-37 N.89°59'21"E. 496.33 feet to a point on the easterly boundary line of said Lot 1; thence along said easterly boundary line S.00°00'42"W. (*South per plat*) 10.00 feet; thence S.89°59'21"W. 16.70 feet; thence S.00°00'39"E. 5.00 feet; thence S.89°59'21"W. 28.00 feet; thence N.00°00'39"W. 5.00 feet; thence S.89°59'21"W. 451.66 feet, more or less, to a point on the westerly boundary line of said Lot 1; thence along said westerly boundary line N.00°10'20"E. (*N.00°09'39"E. per plat*) 10.00 feet to the point of beginning. The above described easement contains 5,103 square feet or 0.117 acre in area, more or less, of which 715 square feet, or 0.016 acre is now occupied the existing public utility easement. Balance is 4,388 square feet, or 0.101 acre.

Pin No. 15680  
Project No. S-0108(36)6  
Parcel No. 0108:202:PUE

(Note: Rotate above bearings 00°20'31" clockwise to equal NAD83 project bearings.)

		IC1 Clinton Pines, LLC
		_____
		a Utah limited liability company
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 IC1 Clinton Pines, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said IC1 Clinton Pines, LLC, a Utah limited liability company by Authority of its \_\_\_\_\_.

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