

E 3562738 B 8450 P 1310-1321
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/01/2024 03:17:14 PM
FEE: \$0.00 Pgs: 12
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

3562738
BK 8450 PG 1310

174939-KAP
WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-115-8(157)336 Parcel No.(s): 15, 15:E, 15:PUE

Pin No: 15682 Job/Proj No: 72701 Project Location: I-15; 1800 North Interchange
County of Property: DAVIS Tax ID / Sidwell No: 14-566-0101
Property Address: 1727 West 1800 North CLINTON UT, 84015
Owner's Address: 7181 South Campus View Drive, West Jordan, UT, 84084
Owner's Home Phone: Owner's Work Phone: (602)369-4828
Owner / Grantor (s): Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084
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 Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084 ("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 \$269,600.00 (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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Owner's Address: 7181 South Campus View Drive, West Jordan, UT, 84084

Owner's Home Phone: Owner's Work Phone: (602)369-4828

Owner / Grantor (s): Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084

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:

[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 30th day of January, 2024

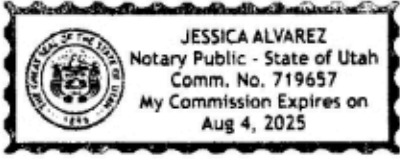
Signature: [Signature] Signature: _____
Print Name: Chris Tapia SVP Print Name: _____
Signature: _____ Signature: _____
Print Name: _____ Print Name: _____

STATE OF UTAH
County of Salt Lake

On the 30 day of January, 2024, personally appeared before me

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

[Signature]
NOTARY PUBLIC



DATED this 6 day of Feb, 2024

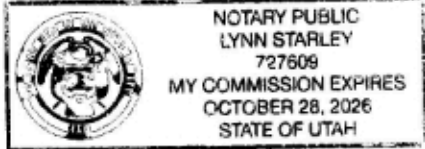
[Signature]
Ross Crowe
UDOT Director of Right of Way

STATE OF UTAH
County of Salt Lake

On the 6 day of February, 2024, personally appeared before me

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

[Signature]
NOTARY PUBLIC



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

**Exhibit A to Contract
Page 1 of 8**

**Warranty Deed
(CORPORATION)
Davis County**

Tax ID No. 14-566-0101
Pin No. 15682
Project No. S-I15-8(157)336
Parcel No. I15-8:15

Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084, 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 101, MACU Clinton Subdivision, according to the official plat thereof recorded September 6, 2019 as Entry No. 3185113 in Book 7341 at Page 490, situate in the NE1/4 SW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to I-15; 1800 North Interchange, known as project number S-I15-8(157)336. The boundaries of said parcel of land are described as follows:

Beginning at a point on the northerly boundary line of said Lot 101, which point is 1,158.91 feet N.89°40'05"W. along the section line and 42.00 feet S.00°34'21"W. from the Center Corner of said Section 27; and running thence along said northerly boundary line S.89°40'05"E. 84.50 feet, more or less, to the northeast corner of said Lot 101; thence along the easterly boundary line of said Lot 101 S.00°34'21"W. 29.12 feet to a point which is 55.50 feet perpendicularly distant southerly from the control line of SR-37 (1800 North Street), at Engineer Station 257+33.96; thence N.87°40'03"W. 176.55 feet to a point which is 55.50 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 255+57.41; thence S.47°52'28"W. 22.18 feet to the westerly boundary of said Lot 101 and the easterly right of way line of 1750 West Street, which point is also 71.04 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 255+41.58; thence

PAGE 2

**Exhibit A to Contract
Page 2 of 8**

Pin No. 15682
Project No. S-115-8(157)336
Parcel No. 115-8:15

along said westerly boundary and easterly right of way line N.00°20'34"E. 12.44 feet, more or less, to the northerly boundary line of said Lot 101 and a point of curvature; thence along said northerly boundary line the following two (2) courses: (1) northeasterly 40.05 feet along the arc of a 25.50-foot radius curve to the right, through a central angle of 89°59'17", the chord of which bears N.45°20'15"E. 36.06 feet; (2) S.89°40'05"E. 82.93 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 4,955 square feet or 0.114 acre in area, more or less.

(Note: Rotate above bearings 00°00'03" counterclockwise to equal NAD83 project bearings.)

Exhibit A to Contract
Page 3 of 8

Pin No. 15682
Project No. S-115-8(157)336
Parcel No. 115-8:15

STATE OF _____)
) ss. By _____
 COUNTY OF _____)

Mountain America Federal Credit Union
a Utah non-profit corporation

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 Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084 and that said document was signed by him/her on behalf of said Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084 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

**Exhibit A to Contract
Page 4 of 8**

**Public Utility Easement
(CORPORATION)
Davis County**

Tax ID No. 14-566-0101
Pin No. 15682
Project No. S-115-8(157)336
Parcel No. 115-8:15:PUE

Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084, 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 101, MACU Clinton Subdivision, according to the official plat thereof recorded September 6, 2019 as Entry No. 3185113 in Book 7341 at Page 490, situate in the NE1/4 SW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., in Davis County, Utah. The boundaries of said easement are described as follows:

Beginning at the intersection of the easterly boundary line of said Lot 101 and the southerly project right of way line of SR-37 (1800 North Street), which point is 1,158.91 feet N.89°40'05"W. along the section line and 42.00 feet S.00°34'21"W. and 89.26 feet S.70°37'38"E. from the Center Corner of said Section 27, which point is also 55.50 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 257+33.96; and running thence along said easterly boundary line S.00°34'21"W. 10.01 feet; thence N.87°40'03"W. 107.25 feet; thence N.02°19'57"E. 5.00 feet; thence N.87°40'03"W. 60.42 feet; thence S.47°52'28"W. 34.39 feet to the westerly boundary line of said Lot 101 and the easterly right of way line of 1750 West Street; thence along said westerly boundary and easterly right of way line N.00°20'34"E. 13.56 feet to the southerly project right of way line of said SR-37 (1800 North Street); thence along said southerly project right of way line the following two (2) courses: (1) N.47°52'28"E. 22.18 feet; (2) S.87°40'03"E. 176.55 feet,

PAGE 2 **Exhibit A to Contract**
Page 5 of 8

Pin No. 15682
Project No. S-I15-8(157)336
Parcel No. I15-8:15:PUE

more or less, to the point of beginning. The above described easement contains 1,679 square feet or 0.039 acre in area, more or less, of which 236 square feet or 0.005 acre in area, more or less, is occupied by an existing easement. Balance is 1,443 square feet or 0.034 acre in area, more or less.

(Note: Rotate above bearings 00°00'03" counterclockwise to equal NAD83 project bearings.)

Mountain America Federal Credit Union
a Utah non-profit corporation

STATE OF)

) ss. By

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 Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084 and that said document was signed by him/her on behalf of said Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084 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

Exhibit A to Contract
Page 6 of 8

Temporary Easement
(CORPORATION)
Davis County

Tax ID No. 14-566-0101
Pin No. 15682
Project No. S-I15-8(157)336
Parcel No. I15-8:15:E

Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084, 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 of land in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in Lot 101, MACU Clinton Subdivision, according to the official plat thereof recorded September 6, 2019 as Entry No. 3185113 in Book 7341 at Page 490, situate in the NE1/4 SW1/4 of Section 27, T.5N., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to I-15; 1800 North Interchange, known as project number S-I15-8(157)336. 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. The boundaries of said easement are described as follows:

Beginning at the intersection of the easterly boundary line of said Lot 101 and the southerly project right of way line of SR-37 (1800 North Street), which point is 1,158.91 feet N.89°40'05"W. along the section line and 42.00 feet S.00°34'21"W. and 89.26 feet S.70°37'38"E. from the Center Corner of said Section 27, which point is also 55.50 feet perpendicularly distant southerly from the control line of said SR-37 (1800 North Street), at Engineer Station 257+33.96; and running thence along said easterly boundary line S.00°34'21"W. 10.01 feet; thence N.87°40'03"W. 70.24 feet; thence S.00°06'02"E. 16.52 feet; thence N.87°40'03"W. 12.01 feet; thence

PAGE 2

**Exhibit A to Contract
Page 7 of 8**

Pin No. 15682
Project No. S-I15-8(157)336
Parcel No. I15-8:15:E

N.00°06'02"W. 21.52 feet; thence N.87°40'03"W. 82.41 feet; thence S.47°48'18"W. 31.45 feet; thence S.00°20'34"W. 41.62 feet; thence N.89°39'29"W. 5.00 feet to the westerly boundary line of said Lot 101 and the easterly right of way line of 1750 West Street; thence along said westerly boundary and easterly right of way line N.00°20'34"E. 53.32 feet to the southerly project right of way line of said SR-37 (1800 North Street); thence along said southerly project right of way line the following two (2) courses: (1) N.47°52'28"E. 22.18 feet; (2) S.87°40'03"E. 176.55 feet, more or less, to the point of beginning. The above described easement contains 2,022 square feet or 0.046 acre in area, more or less.

(Note: Rotate above bearings 00°00'03" counterclockwise to NAD83 equal project bearings.)

Exhibit A to Contract
Page 8 of 8

Pin No. 15682
Project No. S-I15-8(157)336
Parcel No. I15-8:15:E

STATE OF _____)
) ss. By _____
 COUNTY OF _____)

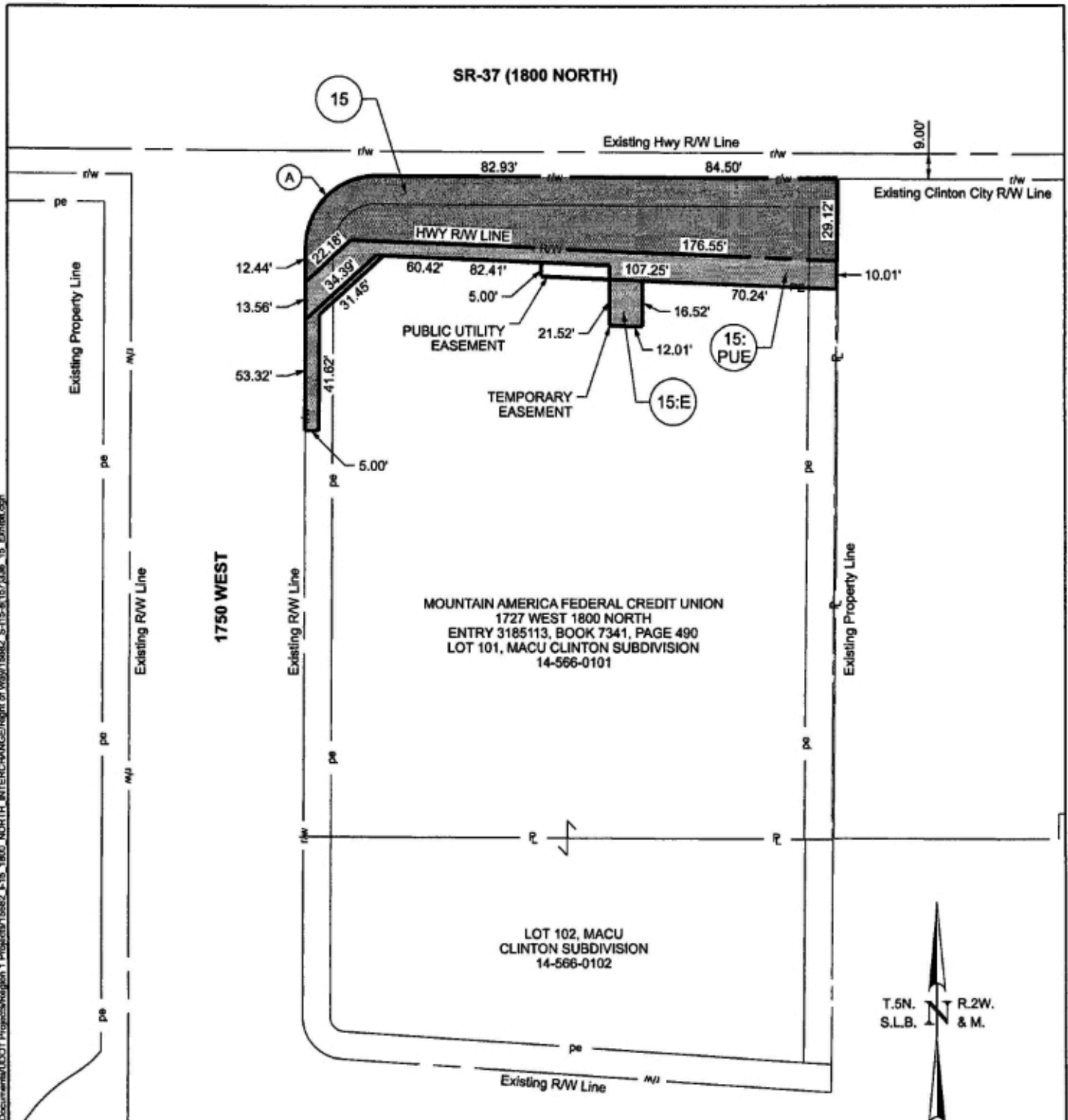
Mountain America Federal Credit Union
 a Utah non-profit corporation

 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 Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084 and that said document was signed by him/her on behalf of said Mountain America Federal Credit Union, a Utah non-profit corporation, having an address of 7181 South Campus View Drive in West Jordan, Utah 84084 by Authority of its _____.

 Notary Public



DGN File: pac\hds\pac_beneficiary.com\dot\per-01\Documents\DOT Projects\Right of Way\15882_S-115-8(157)336_15_Enh.dgn

PARCEL NO. 15 CURVE DATA

CURVE	R	Δ	L	CB	CL
A	25.50'	89°59'17"	40.05'	N 45°20'12" E	36.06'

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. R/W IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
15		4,955	0.114	NONE	61,807	56,852	RIGHT
15:PUE	MOUNTAIN AMERICA FEDERAL CREDIT UNION	1,443	0.034	NONE	61,607	PUBLIC UTILITY EASEMENT	
15:E		2,022	0.046	NONE	61,607	TEMPORARY EASEMENT	

SHEET NO. 15-EXHIBIT	PARTIAL SUMMARY NO. 12P	PROPERTY OWNER:	MOUNTAIN AMERICA FEDERAL CREDIT UNION
PROJECT	I-15; 1800 NORTH INTERCHANGE	PROPERTY ADDRESS:	1727 WEST 1800 NORTH, CLINTON, UTAH 84015
PROJECT NUMBER	S-115-8(157)336	UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN	
	PIN 15682		