

1755W-KAP

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

E 3563831 B 8457 P 670-680
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/12/2024 01:15:07 PM
FEE: \$0.00 Pgs: 11
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-I15-8(157)336 Parcel No.(s): 28, 28:E, 28:UE

Pin No: 15682 Job/Proj No: 72701 Project Location: I-15; 1800 North Interchange
County of Property: DAVIS Tax ID / Sidwell No: 14-001-0112
Property Address: 1819 North 1500 West CLINTON UT, 84015
Owner's Address: 1891 North 1500 West, Clinton, UT, 84015
Owner's Home Phone: Owner's Work Phone: (801)776-4900
Owner / Grantor (s): Voyage Academy, a Utah Non-Profit 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 Voyage Academy, a Utah Non-Profit 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 \$293,200.00 (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-115-8(157)336 Parcel No.(s): 28, 28:E, 28:UE

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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: A

[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 13 day of February, 2024

Signature: [Signature] Signature: _____
Print Name: Anna Stanton, Secretary Print Name: _____
Signature: _____ Signature: _____
Print Name: _____ Print Name: _____

STATE OF UTAH
County of Davis

On the 13 day of February, 2024, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 4th day of March, 2024

[Signature]
Ross Crowe
UDOT Director of Right of Way



exp 10-1-24
comm no. 714029

STATE OF UTAH
County of Salt Lake

On the 4 day of March, 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

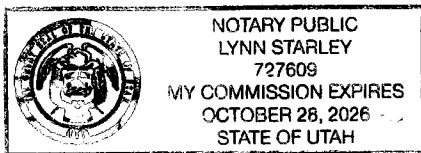


Exhibit A

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

Warranty Deed

(CORPORATION)

Davis County

Tax ID No. 14-001-0112
Pin No. 15682
Project No. S-I15-8(157)336
Parcel No. I15-8:28

Voyage Academy, a Utah Non-Profit 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 the SE1/4 NW1/4 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 the southeast corner of said entire tract, which corner is on the northerly right of way line of SR-37 (1800 North Street), which corner is also 70.98 feet S.89°59'21"W. along the quarter section line and 33.00 feet North from the Southeast Corner of the Northwest Quarter of said Section 27; and running thence along the southerly boundary line of said entire tract and said northerly right of way line S.89°59'21"W. 385.69 feet, more or less, to the southwest corner of said entire tract; thence along the westerly boundary line of said entire tract N.00°00'39"W. (*North per deed*) 45.66 feet to a point which is 62.50 feet perpendicularly distant northerly from the control line of said SR-37 (1800 North Street), at Engineer Station 263+51.65; thence S.89°51'26"E. 391.23 feet to a point which is 62.50 feet perpendicularly distant northerly from the control line of said SR-37 (1800 North Street), at Engineer Station 267+42.88; thence N.32°47'05"E. 47.19 feet, more or less, to the easterly boundary line of said entire tract and the westerly right of way line of 1500 West Street, which point is 102.24 feet perpendicularly distant northerly from the control line of said SR-37 (1800 North Street), at Engineer Station 267+68.34; thence along said

Pin No. 15682
Project No. S-I15-8(157)336
Parcel No. I15-8:28

easterly boundary and westerly right of way line the following two (2) courses: (1) S.00°03'26"W. 53.28 feet; (2) S.45°01'24"W. 43.87 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 18,821 square feet or 0.432 acre in area, more or less.

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

			Voyage Academy, 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 Voyage Academy, a Utah Non-Profit Corporation and that said document was signed by him/her on behalf of said Voyage Academy, a Utah Non-Profit Corporation by Authority of its _____.

Notary Public

REV051315

Return to:

Rocky Mountain Power

Lisa Louder/

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Utah Department of Transportation

Right of Way, Fourth Floor

Box 148420

Salt Lake City, Utah 84114-8420

Project Name: I-15; 1800 North Interchange

WO#:

RW#:

Tax ID No. 14-001-0112

Project No. S-I15-8(157)336

Pin No. 15682

Parcel No. I15-8:28:UE

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Voyage Academy, a Utah Non-Profit Corporation** (“Grantor”), hereby grants to **ROCKY MOUNTAIN POWER**, an unincorporated division of PacifiCorp, its successors and assigns, (“Grantee”), an easement for a right of way 10.00 feet in width and 395.00 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Davis County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) “A” attached hereto and by this reference made a part hereof:

Legal Description: Beginning at the intersection of the westerly boundary line of the entire tract and the northerly project right of way line of SR-37 (1800 North Street), which point is 456.66 feet S.89°59’21”W. along the quarter section line and 78.66 feet N.00°00’39”W. from the Southeast Corner of the Northwest Quarter of said Section 27, which point is also 62.50 feet perpendicularly distant northerly from the control line of said SR-37 (1800 North Street), at Engineer Station 263+51.65; and running thence along said westerly boundary line N.00°00’39”W. (*North per deed*) 10.00 feet; thence S.89°51’26”E. 397.66 feet, more or less, to

the northerly project right of way line of said SR-37 (1800 North Street); thence along said northerly project right of way line the following two (2) courses: (1) S.32°47'05"W. 11.88 feet; (2) N.89°51'26"W. 391.23 feet, more or less, to the point of beginning. The above described easement contains 3,945 square feet or 0.091 acre in area, more or less.

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

Assessor Parcel No. 14-001-0112

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

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

Temporary Easement

(CORPORATION)

Davis County

Tax ID No. 14-001-0112

Pin No. 15682

Project No. S-I15-8(157)336

Parcel No. I15-8:28:E

Voyage Academy, a Utah Non-Profit 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 the SE1/4 NW1/4 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 westerly boundary line of said entire tract and the northerly project right of way line of SR-37 (1800 North Street), which point is 456.66 feet S.89°59'21"W. along the quarter section line and 78.66 feet N.00°00'39"W. from the Southeast Corner of the Northwest Quarter of said Section 27, which point is also 62.50 feet perpendicularly distant northerly from the control line of said SR-37 (1800 North Street), at Engineer Station 263+51.65; and running thence along said westerly boundary line N.00°00'39"W. (*North per deed*) 15.00 feet; thence S.89°51'26"E. 220.04 feet; thence N.84°40'05"E. 52.41 feet; thence S.89°51'26"E. 120.00 feet; thence N.32°47'05"E. 39.88 feet; thence N.00°03'37"E. 81.89 feet; thence S.89°56'34"E. 2.98 feet to the easterly boundary line

Pin No. 15682
Project No. S-I15-8(157)336
Parcel No. I15-8:28:E

of said entire tract and the westerly right of way line of 1500 West Street; thence along said easterly boundary line and westerly right of way line S.00°03'26"W. 95.74 feet to the northerly project right of way line of said SR-37 (1800 North Street); thence along said northerly project right of way line the following two (2) courses: (1) S.32°47'05"W. 47.19 feet; (2) N.89°51'26"W. 391.23 feet, more or less, to the point of beginning. The above described easement contains 7,304 square feet or 0.168 acre in area, more or less.

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

			Voyage Academy, a Utah Non-Profit Corporation

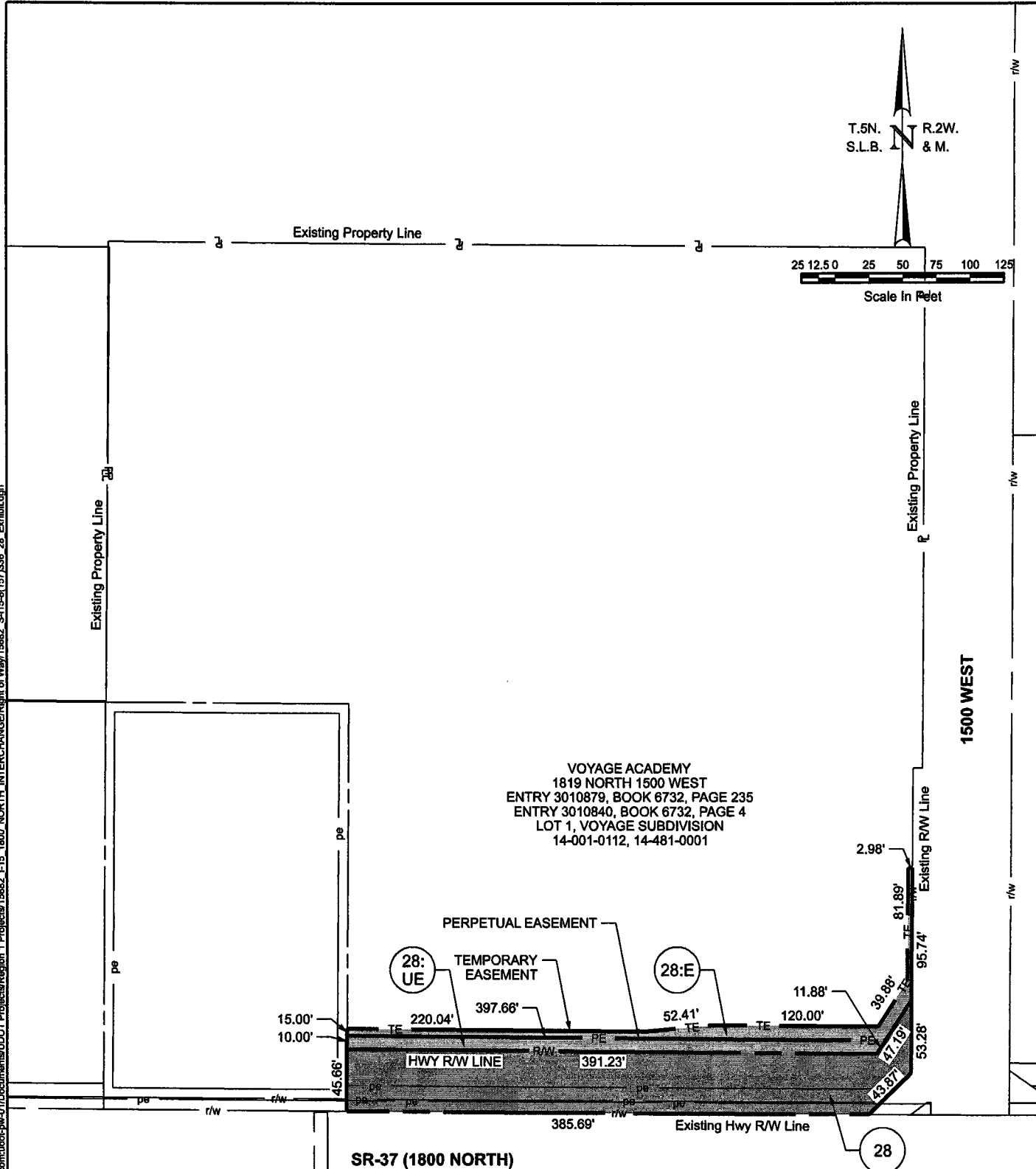
STATE OF)		
) ss.	By	
COUNTY OF)		_____
			Signature

			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 Voyage Academy, a Utah Non-Profit Corporation and that said document was signed by him/her on behalf of said Voyage Academy, a Utah Non-Profit Corporation by Authority of its _____.

Notary Public

DGN File: pwr:\iudr\pwr_bentley.com\udr\pwr\Region 1 Projects\15882_L-15_1800_NORTH_INTERCHANGE\Right of Way\15882_S-115-8(157)336_28_Exhibit.dgn



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
28		18,821	0.432	NONE	325,755	306,934	NONE
28:UE	VOYAGE ACADEMY	3,945	0.091	NONE	325,755	PERPETUAL EASEMENT	
28:E		7,304	0.168	NONE	325,755	TEMPORARY EASEMENT	

SHEET NO. 28-EXHIBIT		PARTIAL SUMMARY NO. 13P		PROPERTY OWNER: VOYAGE ACADEMY	
PROJECT I-15; 1800 NORTH INTERCHANGE		PROPERTY ADDRESS: 1819 NORTH 1500 WEST, CLINTON, UTAH 84015			
PROJECT NUMBER S-I15-8(157)336		PIN 15682		UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN	

10-JUL-2023