

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

3586714  
BK 8583 PG 413

E 3586714 B 8583 P 413-419  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/12/2024 12:55:25 PM  
FEE: \$40.00 Pgs: 7  
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): 102:T

Pin No: 15682 Job/Proj No: 72701 Project Location: I-15; 1800 North Interchange  
County of Property: DAVIS \*Tax ID / Sidwell No: 13-171-0001  
Property Address: 432 West 1800 North SUNSET UT, 84015  
Owner's Address: 200 West 1300 North, Sunset, UT, 84015  
Owner's Home Phone: Owner's Work Phone: (801)668-5312  
Owner / Grantor (s): Sunset City Corporation, a governmental 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 Sunset City Corporation, a governmental 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 \$120,700.00 (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

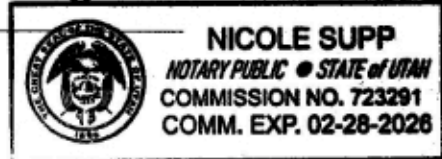
DATED this 15th day of August, 2024

Signature: [Signature]  
Print Name: Scott Wiggill

Signature: [Signature]  
Print Name: Scott Wiggill  
MAYOR

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

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



STATE OF UTAH  
County of DAVIS

On the 15th day of August, 2024, personally appeared before me

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

[Signature]  
NOTARY PUBLIC

DATED this 27 day of Aug, 2024

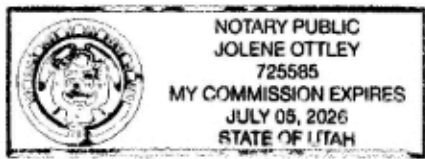
[Signature]  
Ross Crowe  
UDOT Director of Right of Way

STATE OF UTAH  
County of SALT LAKE

On the 27th day of AUGUST, 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

## 102 Quit Claim

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

3586714  
BK 8583 PG 417

## Quit Claim Deed

(CITY)

Davis County

Tax ID No. 13-171-0001  
Pin No. 15682  
Project No. S-I15-8(157)336  
Parcel No. I15-8:102:T

Sunset City Corporation, a governmental corporation, Grantor, a municipal corporation of the State of Utah, hereby QUIT CLAIMS 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:

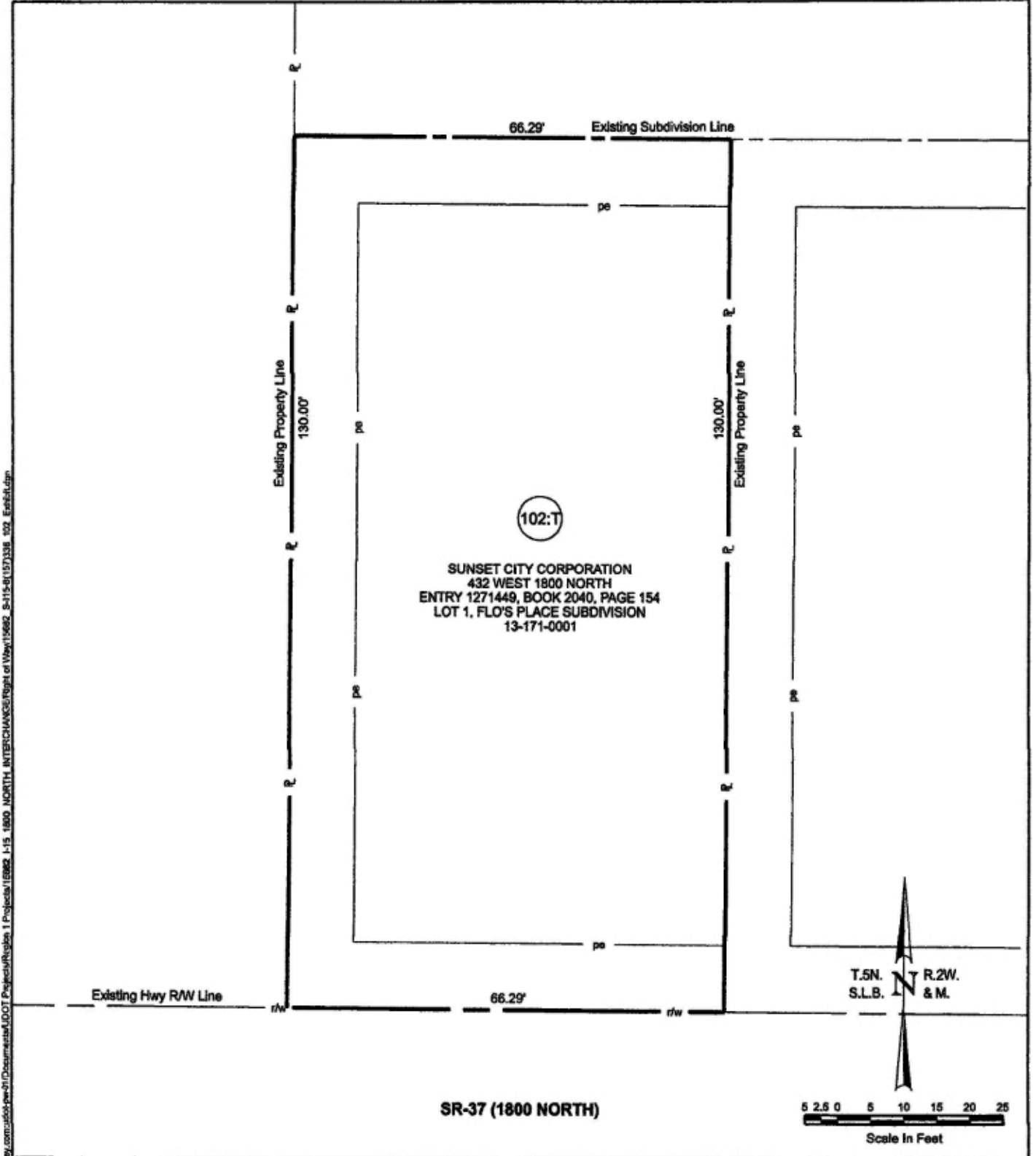
An entire tract of land in fee, being all of Lot 1, Flo's Place Subdivision, according to the official plat thereof recorded August 22, 1996 as Entry No. 1269265 in Book 2036 at Page 908, situate in the SW1/4 NE1/4 of Section 26, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident 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:

All of Lot 1, Flo's Place Subdivision, in the City of Sunset, Davis County, Utah as shown by the official plat thereof.

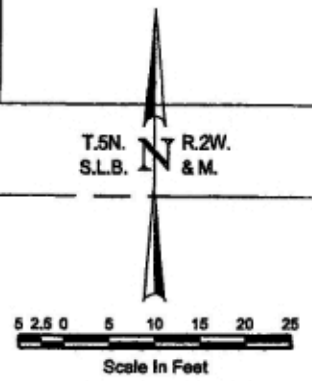
Contains 8,618 square feet or 0.198 acre in are, more or less.

(Note: Rotate above bearings 00°20'24" clockwise to equal NAD83 project bearings.)





SR-37 (1800 NORTH)



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. RW IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
102:T	SUNSET CITY CORPORATION	8,618	0.198	NONE	8,618	NONE	NONE

SHEET NO. 102-EXHIBIT	PARTIAL SUMMARY NO. 12P	PROPERTY OWNER:	SUNSET CITY CORPORATION
PROJECT	I-15; 1800 NORTH INTERCHANGE	PROPERTY ADDRESS:	432 WEST 1800 NORTH, CLINTON, UTAH 84015
PROJECT NUMBER	S-115-8(157)336	<b>UTAH DEPARTMENT OF TRANSPORTATION</b> RIGHT OF WAY DESIGN	
	PIN 15682		

DOM File: p:\r\102-pw-bentley.com\102-pw-01\Documents\102DOT Project\Right of Way\15682\_S-115-8(157)336\_02\_Envt.dgn

25-MAY-2022