

186770-15AP

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

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BK 8785 PG 140

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KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
07/08/2025 10:13:04 AM
FEE: \$0.00 Pgs: 9
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-R199(381) Parcel No.(s): 154:A

Pin No: 20927 Job/Proj No: 74720 Project Location: SR-177; SR-193 to 1800 N.

County of Property: DAVIS Tax ID / Sidwell No: 14-445-0015

Property Address: 1175 North 4150 West WEST POINT UT, 84015

Owner's Address: 1175 North 4150 West, WEST POINT, UT, 84015

Owner's Home Phone: (801)721-6889

Owner's Work Phone:

Owner / Grantor (s): Gregory D. Anderson and Suzanne W. Anderson, Trustees of the Gregory D. and Suzanne W. Anderson Revocable Living Trust dated the 19th day of November, 2020

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 Gregory D. Anderson and Suzanne W. Anderson, Trustees of the Gregory D. and Suzanne W. Anderson Revocable Living Trust dated the 19th day of November, 2020 ("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 \$43,800.00 (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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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 May, 2025

Signature: [Signature]
Print Name: Gregory D Anderson
Trustee

Signature: _____
Print Name: _____

Signature: [Signature]
Print Name: Suzanne W Anderson, Trustee

Signature: [Signature]
Print Name: _____

STATE OF UTAH
County of Weber

On the 30th day of May, 2025, personally appeared before me

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

[Signature]
NOTARY PUBLIC

DATED this 26 day of June, 2025

[Signature]
Ross Crowe
UDOT Director of Right of Way

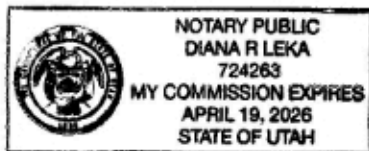


STATE OF UTAH
County of Salt Lake

On the 26 day of June, 2025, 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”

154 Warranty Deed

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

Warranty Deed
(CONTROLLED ACCESS)
(TRUSTEE)
Davis County

Tax ID No. 14-445-0015
PIN No. 20927
Project No. S-R199(381)
Parcel No. R199:154:A

Gregory D. Anderson and Suzanne W. Anderson, Trustees of the Gregory D. and Suzanne W. Anderson Revocable Living Trust dated the 19th day of November, 2020, Grantor, of West Point, County of Davis, State of Utah, 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 15, GlenDell Acres, Phase 2, according to the official plat thereof on file at the Davis County Recorder's office recorded April 22, 2008 as Entry No. 2359075 in Book 4517 at Page 763, situate in the NE1/4 NE1/4 of Section 31, T.5N., R.2W., S.L.B.&M., for the construction of improvements incident to SR-177, SR-193 to 1800 North, known as project number S-R199(381). The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said Lot 15, which point is 1,320.67 feet N.89°58'10"W. along the section line and 582.89 feet S.00°05'14"W. and 101.80 feet S.00°05'14"W. from the Northeast Corner of said Section 31; and running thence along the northerly boundary line of said Lot 15 S.89°58'10"E. 68.34 feet to a point of non-tangent curvature, which point is also 125.00 feet radially distant easterly from the control line of SR-177, at Engineer Station 1135+81.60; thence southerly 103.36 feet along the arc of a 5,000.50-foot radius curve to the left, through a central angle of

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01°11'03", the chord of which bears S.09°59'18"W. 103.36 feet, more or less, to the southerly boundary line of said Lot 15, which point is also 125.00 feet radially distant easterly from the control line of said SR-177, at Engineer Station 1134+75.65; thence along said southerly boundary line N.89°58'10"W. 50.57 feet, more or less, to the southwest corner of said Lot 15; thence along the westerly boundary line of said Lot 15 N.00°05'14"E. 101.80 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 6,034 square feet or 0.139 acre in area, more or less.

(Note: Rotate above bearings 00°21'11" clockwise to equal NAD83 project bearings.)

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

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Project No. S-R199(381)
Parcel No. R199:154:A

STATE OF)	<u>Gregory D. Anderson, Trustee</u>
) ss.	
COUNTY OF)	<u>Suzanne W. Anderson, Trustee</u>

On this ____ day of _____, in the year 20____, before me personally appeared _____, who by me being duly sworn/affirmed, that he/she is the _____ and that said document was signed by him/her on behalf of Gregory D. Anderson and Suzanne W. Anderson, Trustees of the Gregory D. and Suzanne W. Anderson Revocable Living Trust dated the 19th day of November, 2020 who, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

Notary Public



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
154:A	GREGORY D. AND SUZANNE W. ANDERSON REVOCABLE LIVING TRUST	6,034	0.139	NONE	42,991	NONE	36,957

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154:A	GREGORY D. AND SUZANNE W. ANDERSON REVOCABLE LIVING TRUST	6,034	0.139	NONE	42,991	NONE	36,957

SHEET NO. 154-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: GREGORY D. AND SUZANNE W. ANDERSON REVOCABLE LIVING TRUST	
PROJECT	SR-177; SR-193 TO 1800 N			PROPERTY ADDRESS: 1175 NORTH 4150 WEST, WEST POINT, UT 84015	
				UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN	
PROJECT NUMBER	S-R199(381)	PIN	20927		

PUBLIC ENTITY AFFIDAVIT – GRANTEE: UTAH DEPARTMENT OF TRANSPORTATION

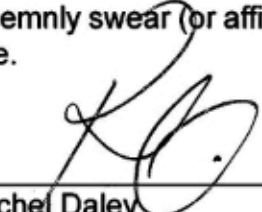
I, Rachel Daley, being of legal age and authorized by the Utah Department of Transportation, hereafter "public entity," being duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by Right of Occupancy and Entry Agreement from Gregory D. Anderson and Suzanne W. Anderson, Trustees of the Gregory D. and Suzanne W. Anderson Revocable Living Trust dated the 19th day of November, 2020 (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Gregory D. Anderson and Suzanne W. Anderson, Trustees of the Gregory D. and Suzanne W. Anderson Revocable Living Trust dated the 19th day of November, 2020 (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.


By: Rachel Daley

Its: Title and Closing Agent

Signed by Authority of: Ross Crowe, UDOT Right of Way Director

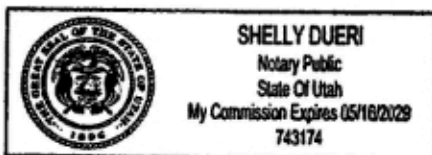
July 2, 2025

Date

State of Utah,
County of Salt Lake

Subscribed and sworn to before me this 2 day of July, 2025 by Rachel Daley.

SEAL




Notary Public