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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 UT ST-DEPT OF TRANSPORTATION
 BOX 148420 ATT: JACKIE NOSACK
 SLC UT 84114-8420
 BY: ZJM, DEPUTY - WI 7 P.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: CM-0209(14)9	Parcel No.(s): 4, 4:E
Job/Proj / Auth No: 52210	Pin No: 5274
Project Location: 9000 South and 700 East, Sandy City	
County of Property: SALT LAKE	Tax ID / Sidwell No: 2805156002
Property Address: 845 East 9000 South SANDY UT, 84094	
Owner / Grantor (s): Shadowcrest Office Park Common Area Master Card	
Owner's Address: 765 E. 9000 S. #A1,Sandy,UT,84094	
Owner's Home Phone:	Owner's Work Phone:

Acquiring Entity: Utah Department of Transportation (UDOT)

**For the subject property described in the attached deed (Exhibit A), commonly referred to as:
 845 East 9000 South, SANDY, UT 84094**

This Right of Entry and Occupancy Agreement ("Agreement") is made pursuant to Utah Code Annotated Section 59-2-1337.

We Shadowcrest Office Park Common Area Master Card (as Property Owners), hereby grant to the State of Utah, Department of Transportation ("UDOT") and its contractors permission to enter upon, take possession of, and commence construction of its public works facility, a portion of which is to be located on the property described in attached Exhibit A, subject to the terms and conditions contained herein. 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.

It is understood and agreed that the sum of \$ 69,400.00 will be paid to the Property Owners as consideration for entering into this Agreement. This amount paid to the Property Owners 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. This Agreement is an 'entry agreement' made pursuant to Utah Code Annotated Section 59-2-1337. In the event property taxes are validly assessed after the date of this Agreement, said property taxes will be the responsibility of the Property Owners.

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. It is understood that Property Owners are obligated to provide good and marketable title to the property when conveyance of any fee interest is made to UDOT. 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 compensation paid to the Property Owners herein should properly be paid to other third parties, then it shall be the sole obligation of the Property Owners to satisfy such claims and deliver good and marketable title to UDOT. It shall also be the sole obligation of the Property Owners to hold UDOT harmless as to such encumbrances by third parties.

It is understood and agreed that 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 a satisfactory settlement cannot 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 at once 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 Utah Code Annotated Section 78-34-21 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 this Agreement.

DATED this 27 day of Jan, 2008

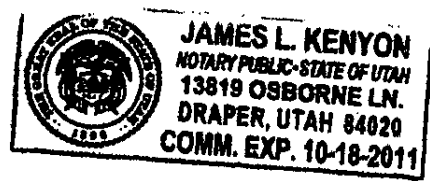
James R Boud Attorney for Shadsworth Open Park
Property Owner Property Owner

STATE OF UTAH
County of SALT LAKE

On the 27 day of JANUARY, 2009, personally appeared before me

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

James L Kenyon
NOTARY PUBLIC



DATED this 17 day of Feb., 2009

Lyle McMillan
Lyle McMillan, UDOT Director of Right of Way

STATE OF UTAH

County of CATLACK

On the 17 day of Feb., 2009, personally appeared before me

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

[Signature]
NOTARY PUBLIC

Exhibits:



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

Exhibit A
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Easement
(CORPORATION)

Salt Lake County

Tax ID No. 2805156001
Parcel No. 0209:4:E
Project No. CM-0209(14)9

SHADOWCREST OFFICE PARK COMMON AREA MASTER CARD, a corporation of the State of _____, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of _____, Dollars,

a temporary easement, upon part of an entire tract of property, in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, T.3S., R.1E., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing thereon driveways a appurtenant parts thereof to facilitate the reconstruction of existing highway State Route 209 known as Project CM-0209(14)9. 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 nonexclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The said part of an entire tract is described as follows:

Beginning at point 2474.91 feet S 0°07'00" W and 233.02 feet S 89°20'00" E from the Northwest corner of said Section 5 and running thence N 0°22'13" E 3.00 feet; thence S 88°43'45" E. 130.34 feet; thence N 01°15'09" E 4.00 feet; thence S 88°43'45" E 66.02 feet; S 88°45'53" E 90.91 feet; S 45°42'13" W 8.41 feet; N 88°45'53" W 85.02 feet; N 88°43'45" W 66.02 feet; S 01°11'51" W 1.00 feet; thence N 88°43'45" W 130.29 feet to the point of beginning. The above described parcel of land contains 1,315 square feet or 0.03 acre more or less.

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Exhibit A
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IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20 ____.

STATE OF _____)
) ss.
COUNTY OF _____)

By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the _____ of _____, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____, and said _____ acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

Prepared by SDD 5/6/08

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

Exhibit A
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Warranty Deed

(CORPORATION)

Tax ID No. 2805156001

Parcel No. 0209:4

Salt Lake County

Project No. CM-0209(14)9

SHADOWCREST OFFICE PARK COMMON AREA MASTER CARD, a corporation of the State of _____, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of _____, Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows

Beginning at the Southwest corner of said entire tract which point is in the existing northerly right of way line of 9000 South Street which is 2477.91 feet S 0°07'00" W and 233 feet S 89°20'00" E from the Northwest corner of said Section 5 and running thence N 0°22'13" E 3.00 feet; thence S 88°43'45" E 130.29 feet; thence N 01°11'51" E 1.00 feet; thence S 88°43'45" E 66.02; thence S 88°45'53" E 85.02 feet; thence N 45°42'13" E 19.01 feet to the easterly boundary line of said tract of land which point is in the westerly right of way line of 740 East Street; thence S 01°14'07" W 17.63 feet along said right of way to the northerly right of way line of 9000 South Street; thence N 88°45'53" W 98.40 feet; thence N 88°43'45" W 196.27 feet along said right of way line to the point of beginning. The above described parcel of land contains 1,140 square feet or 0.03 acre more or less.

Continued on Page 2

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Exhibit A
 Page 4 of 4

IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 ____.

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

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the _____ of _____, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____, and said acknowledged to me that said _____ corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

 Notary Public

Prepared by JRP (BAKER) 4/22/08