

WHEN RECORDED, MAIL TO:

Magna Metro Township  
8952 West Main Street

Magna, UT 84004



## Magna Metro Township Right of Entry and Occupancy Agreement

Project No: F-2236(1)2    Parcel No.(s): 124:CREF, 124:E, 124:EREF

Pin No: 17867    Job/Proj No: 55540    Project Location: 2820 South; 7440 West to 7736 West  
County of Property: SALT LAKE    Tax ID / Sidwell No: 14-28-229-001  
Property Address: 7440 W 2820 S MAGNA UT, 84044  
Owner's Address: 7440 W 2820 S,MAGNA,UT,84044  
Owner's Home Phone:    Owner's Work Phone:  
Owner / Grantor (s): Sherrie Larsen aka Sherrie Hulse or alternatively, the estate of Chris  
Hulse Grantee: Magna Metro Township

14137372 B: 11436 P: 5406 Total Pages: 6  
08/04/2023 12:53 PM By: csummers Fees: \$0.00  
Rasheille Hobbs, Recorder Salt Lake County, Utah  
Return To: MUNICIPAL SERVICES ATTN: MARIA HOMARD  
N3-200

### Acquiring Entity: Magna Metro Township

#### For the subject property described in the attached Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Sherrie Larsen aka Sherrie Hulse or alternatively, the estate of Chris Hulse ("Property Owners") and Magna Metro Township .

Property Owners hereby grant to Magna Metro Township, 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 Magna Metro Township 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 \$37,800.00 (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. Magna Metro Township 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 Magna Metro Township.

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 Magna Metro Township to the Property Owners under this Agreement. Magna Metro Township 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 Magna Metro Township 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 Magna Metro Township 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 Magna Metro Township desires to obtain title insurance in connection with the release of the deposit, Magna Metro Township 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 / Grantor (s): Sherrie Larsen aka Sherrie Hulse or alternatively, the estate of Chris Hulse  
Hulse Grantee: Magna Metro Township

a satisfactory settlement can not be agreed upon, Magna Metro Township 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, Magna Metro Township 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 Magna Metro Township'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.

#### ADDITIONAL TERMS:

Property Owners represent and acknowledge that title to the Subject Property is currently vested in County Records in the names of Chris Hulse. Property Owners further represent and acknowledge that Chris Hulse is deceased. Property Owners further represent and warrant that Sherrie L. Larsen, also known as Sherrie Hulse, asserts full ownership of the Subject Property and that she has authority to sign this agreement either as owner of fee simple title or as the lawful administrator of the estate of Chris Hulse. Property Owners further represent and warrant that Sherrie Hulse will complete the quiet title action filed in Third District Court as Case No. 230903355 to judgment, and should the Court decide that Sherrie Hulse is not the owner of all or part of the Subject Property, Sherrie Hulse and the estate of Chris Hulse will indemnify and defend Magna Metro Township so that the Subject Property is conveyed to Magna Metro Township for no more than the Deposit of \$37,800.

#### Exhibits:

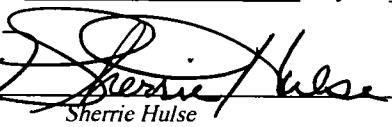
*[Signatures and Acknowledgments to Follow Immediately]*

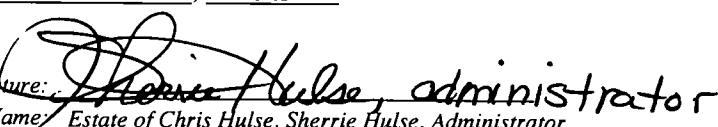
Project No: F-2236(1)2    Parcel No.(s): 124:CREF, 124:E, 124:ERE

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Owner / Grantor (s): Sherrie Larsen aka Sherrie Hulse or alternatively, the estate of Chris  
Hulse Grantee: Magna Metro Township

SIGNATURE PAGE  
TO  
MAGNA METRO TOWNSHIP  
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 4 day of August, 2023

Signature:   
Print Name: Sherrie Hulse

Signature:   
Print Name: Estate of Chris Hulse, Sherrie Hulse, Administrator

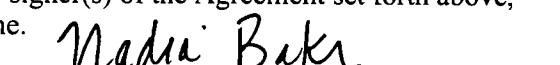
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

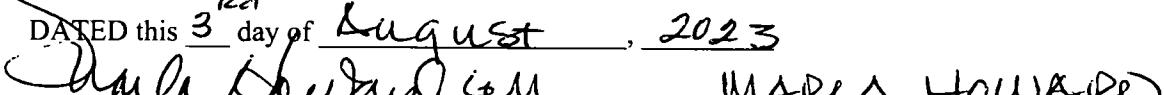
STATE OF UTAH  
County of Salt Lake City

On the 4 day of August, 2023, personally appeared before me

Sherrie Hulse & Estate of Chris Hulse, Sherrie Hulse, Administrator the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

  
NADIA BAKR  
NOTARY PUBLIC

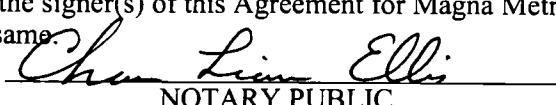
DATED this 3<sup>rd</sup> day of August, 2023

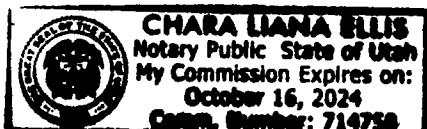
  
Marla Howard, Mayor  
Mayor of Magna Metro Township, Local Government Authority

STATE OF UTAH  
County of Salt Lake

On the 3 day of August, 2023, personally appeared before me

Marla Howard the signer(s) of this Agreement for Magna Metro Township  
who duly acknowledged to me that they executed the same.

  
CHARA LIANA ELLIS  
NOTARY PUBLIC



714759

PIN: 17867

Project: F-2236(1)2

Parcel(s) 124:CREF, 124:E, 124:EREF

## Exhibit A

### Reference No. 2236:124:C

All of the right, title, and interest in a parcel of land, being part of an entire tract of property, as occupied, situate in the NE1/4 NE1/4 of Section 28, T.1S., R.2W., S.L.B.&M., for the construction of improvements incident to 2820 South; 7630 West to 7440 West, known as project number F-2236(1)2.

Beginning at point on the northerly existing right of way line of said 2820 South, which point is also 784.88 feet S.00°05'21"E. along the section line and 1,126.60 feet N.85°33'54"W. from the Northeast Corner of said Section 28; and running thence N.85°33'54"W. 197.71 feet, more or less, to the westerly boundary line of said entire tract; thence along said boundary line N.00°04'25"W. 7.02 feet to a point which is 40.00 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 124+65.29; thence S.85°33'54"E. 197.72 feet, more or less, to the easterly boundary line of said entire tract to a point which is 40.00 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 126+63.01; thence along said boundary line South 7.02 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 1,384 square feet or 0.032 acre in area, more or less.

(Note: Rotate above bearings 00°13'27" clockwise to equal project bearings.)

PIN: 17867

Project: F-2236(1)2

Parcel(s) 124:CREF, 124:E, 124:EREF

## Parcel No. 2236:124:E

A temporary easement, upon part of an entire tract of property, situate in the NE1/4 NE1/4 of Section 28, T.1S., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to 2820 South; 7630 West to 7440 West, known as project number F-2236(1)2. 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 (3) 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.

Beginning at point which is 777.86 feet S.00°05'21"E. along the section line and 1,235.15 feet N.85°33'54"W. and 30.10 feet N.00°13'27"W. from the Northeast Corner of said Section 28, which point is also 70.00 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 125+52.00; and running thence S.10°13'16"E. 9.49 feet to a point on the southerly boundary line of said entire tract; thence along said boundary line S.89°55'35"W. 49.97 feet; thence N.19°17'27"E. 9.42 feet; thence N.89°21'18"E. 45.18 feet, more or less, to the point of beginning. The above described easement contains 433 square feet or 0.010 acre in area, more or less.

(Note: Rotate above bearings 00°13'27" *clockwise* to equal project bearings.)

PIN: 17867

Project: F-2236(1)2

Parcel(s) 124:CREF, 124:E, 124:EREF

## Reference No. 2236:124:E

A temporary easement, upon part of an entire tract of property as occupied, situate in the NE1/4 NE1/4 of Section 28, T.1S., R.2W., S.L.B.&M., to facilitate the construction of improvements incident to 2820 South; 7630 West to 7440 West, known as project number F-2236(1)2. 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 (3) 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.

Beginning at point on the northerly project right of way line of said 2820 South, which point is also 777.86 feet S.00°05'21"E. along the section line and 1,126.59 feet N.85°33'54"W. from the Northeast Corner of said Section 28, which point is also 40.00 feet perpendicularly distant northerly from the control line of said project, at Engineer Station 126+63.01; and running thence along said project right of way line N.85°33'54"W. 197.72 feet, more or less, to the westerly boundary line of said entire tract; thence along said boundary line N.00°04'25"W. 9.03 feet; thence S.85°33'54"E. 37.92 feet; thence N.19°17'27"E. 17.59 feet; thence N.89°21'18"E. 45.18 feet; thence S.10°13'16"E. 21.71 feet; thence S.85°33'54"E. 79.00 feet; thence N.18°05'20"E. 16.98 feet; thence S.89°45'44"E. 20.47 feet, more or less, to the easterly boundary line of said entire tract; thence along said boundary line South 27.08 feet, more or less, to the point of beginning. The above described easement contains 3,129 square feet or 0.072 acre in area, more or less.

(Note: Rotate above bearings 00°13'27" *clockwise* to equal project bearings.)