



"W2174340"

EH 2174340 PG 1 OF 4
DOUG CROFTS, WEBER COUNTY RECORDER
20-APR-06 11:49 AM FEE \$1.00 DEP \$80
REC FOR: UTAH DEPT. OF TRANSPORTATION



Utah Department of Transportation Right of Occupancy Agreement

Project No: SP-0089(114)357	Parcel No.(s): 1
Job/Proj / Auth No: 90207	Pin No: 5028
Project Location: US-89 at 400 North, Harrisville	
County of Property: WEBER	Tax ID / Sidwell No: 11-035-003- ^{1K} 0003PT ABST
Property Address: 408 N Harrisville Road HARRISVILLE UT, 84404	
Owner / Grantor (s): Carter Revocable Trust, Zaundra Carter, Trustee, Dated November 2004	
Owner's Address: 408 N Harrisville Road, HARRISVILLE, UT, 84404	
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:
408 N Harrisville Road, HARRISVILLE, UT 84404**

RIGHT OF OCCUPANCY AGREEMENT

I/We, Zaundra Carter (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 Right of Occupancy is granted in anticipation of a possible condemnation action by UDOT and is intended to provide for 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 Owner understands that, by executing this Agreement, Property Owner has waived and abandoned all defenses to the eventual acquisition of the property except a claim for the payment of greater amount of just compensation for the acquisition of the property.

It is understood and agreed that the sum of \$17,000.00 will be paid to the Property Owner as consideration for entering into this agreement. This amount paid to the Property Owner 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 Owner. This agreement is not a conveyance; the property taxes are the responsibility of the property owner until the property is conveyed 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 Owner under this agreement. It is understood that Property Owner is 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 this agreement to properly assess potential third-party claims. In the event it is later determined that part of the compensation paid to the Property Owner herein should properly be paid to other third parties, then it shall be the sole obligation of the Property Owner to satisfy such claims and deliver good and marketable title to UDOT. It shall also be the sole obligation of the Property Owner 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 Owner, pending the settlement to contest that amount of compensation to be paid the Property Owner for the property described in Exhibit A. If a satisfactory settlement cannot be agreed upon, UDOT will, upon notice from the Property Owner 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 Owner, UDOT will, prior to commencing a condemnation proceeding, enter into the mediation or arbitration procedure provided for in Utah Code Annotated Section 78-34-21 through the office of the Private Property Ombudsman.

If the Property Owner uses the property for a residence, business or farming operation and is required to move as a result of the Government Entity's acquisition of the property, the Property Owner may be entitled to relocation assistance and / or payments as a displaced person. The relocation assistance and payments are available as a matter of right if the Property Owner is displaced by the acquisition of this property and are not conditional upon the Property Owner signing this Right of Occupancy Agreement.

The Property Owner and the Government Entity further agree to the following additional terms and conditions including any specific understanding concerning continued use of the property by the Property Owner and further notices prior to actual possession of the property by UDOT.

The effective date of this RIGHT OF OCCUPANCY AGREEMENT shall be the date this agreement is executed by the Property Owner, 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 Owner has 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 Owner 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 owner over and above that paid with this agreement, calculated from the date of this agreement.

DATED this 29 day of March, 2006

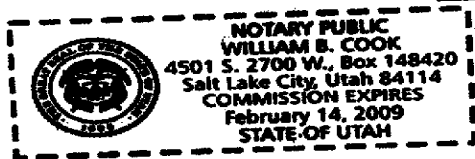
Zaundra Carter Property Owner _____ Property Owner

STATE OF UTAH
County of Weber

On the 29th day of MARCH, 2006, personally appeared before me

Zaundra Carter the signer(s) of the instrument set out above,
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC



DATED this 3rd day of April, 2006

[Signature]
Director of Right of Way, Agent for UDOT

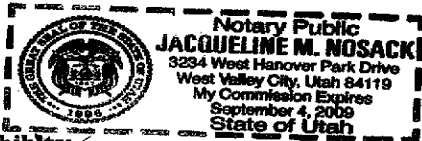
STATE OF UTAH

County of Salt Lake

On the 3rd day of April, 2006, personally appeared before me

[Signature] the signer(s) of the instrument set out above,
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC



Exhibits:

[Handwritten initials]

ADDITIONAL TERMS: 8) I hereby waive my right to an appraisal of the above referenced parcel as permitted under CFR Part 24, Section 24.102(c) and accept the administrative compensation estimate of \$15,300.00 as just compensation.

9) Cost to cure items including but not limited to gateway, driveway, and parking pad are being paid to the property owner to relocated drive approach to the Southeast portion of the subject property (approx. Sta. 8+00). In lieu of the said cost to cure compensation, it is further understood that the current access located at the Northwest boundary of the subject property (approx. Sta. 26+50) will be permanently closed.

10) As part of the project construction, UDOT or its contractor will improve the west property line with curb and sidewalk along Hwy 89.

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

Warranty Deed
(TRUSTEE)

Weber County

Tax ID No. 11-035-0003
Parcel No. 0089:1
Project No. SP-0089(114)357

Carter Revocable Trust, Zaundra Carter, Trustee dated November 2004, Grantor,
of Harrisville County of Weber, State of Utah, hereby CONVEY
AND WARRANT 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
Weber County, State of Utah, to-wit:

A parcel of land in fee, for the constructing of a traffic signal facility of existing highway US-89 know as Project No. 0089, being part of an entire tract of property, situate in the NW ¼ SE ¼ and the SW ¼ SE ¼, Section 8, T.6N., R.1.W., SLB&M. The boundaries of said parcel of land are described as follows:

Beginning at a point on the easterly right of way line of Harrisville Road said point being 20.64 feet N. 24°54'45" W. and 49.50 feet N. 65°05'15" E. from the Ogden City Street Monument located in the intersection of Harrisville Road and 400 North Street; said monument also being 1269.72 feet N. 00°02'14" W. and 583.51 feet S. 89°09'45" E. from the South Quarter Corner of said Section 8; said point of beginning also being S. 00°02'14" E. 9.12 feet and S. 24°54'45" E. 1473.05 feet along said easterly line from the northwest corner of the southeast quarter of said Section 8; thence N. 24°54'45" W. 23.97 feet along said easterly right-of-way line; thence S. 57°56'15" E. 41.65 feet to the north right-of-way line of 400 North Street; thence N. 89°09'45" W. 25.20 feet along said north right-of-way line to point of beginning.

Area 272 sq ft. or 0.006 acres.

11-035-0003 PT

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