

PLEASE RETURN TO:  
Melanie Briggs  
City Recorder  
8000 S. Redwood Rd.  
West Jordan, UT 84088

9677147

003

# RIGHT OF OCCUPANCY AGREEMENT

We, Dorothy L. Seal and Edward V. Seal; Shirley L. Newman (also identified as Shirley J. Newman) and William Jeff Newman; Fern Beckstead; and Harry J. Christiansen and Ruth L. Christiansen (as Property Owners), hereby grant to the City of West Jordan and its contractors permission to enter upon, take possession of, and commence construction of its public works facility (the project), 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 West Jordan and is intended to provide for occupancy of the property pending the 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 eventual acquisition of such portions of the property as may be determined under the terms of this agreement to be necessary for the project 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 \$49,160.00 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 not a conveyance; the property taxes are the responsibility of the Property Owners until the property is conveyed to West Jordan.

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 West Jordan 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 West Jordan. 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 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 West Jordan. It shall also be the sole obligation of the Property Owners to hold West Jordan 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 the settlement to contest that amount of compensation to be paid the Property Owners for the property. If a satisfactory settlement cannot be agreed upon, West Jordan 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, West Jordan 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 Property Rights Ombudsman.

If the Property Owners use the property for a residence, business or farming operation and are required to move as a result of the Government Entity's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. Relocation assistance and payments are available to the Property Owners as a matter of right are not conditional upon their signing this agreement.

The Property Owners and ~~UDOT~~ <sup>WEST JORDAN</sup> further agree to the following additional terms and conditions including any specific understanding concerning continued use of the property by the Property Owners and further notices prior to actual possession of the property by ~~UDOT~~ <sup>WEST JORDAN</sup>.

Additional Terms and Conditions: NONE

9677147  
03/29/2006 09:14 AM \$0.00  
Book - 9272 Pg - 7576-7583  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: ZJM, DEPUTY - MA 8 P.

SIDWELL 24-11-400-000

The effective date of this agreement shall be the date it 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 the amount paid with this agreement, calculated from the date of this agreement.

DATED this 3rd day of March, 2006  
Dorothy J Seal Edward V Seal  
 Property Owner Property Owner

STATE OF UTAH

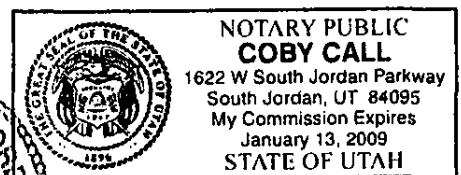
County of Utah, Salt Lake County

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

Dorothy and Edward Seal the signer(s) of the instrument set out above,  
 who duly acknowledged to me that they executed the same.

[Signature]  
 NOTARY PUBLIC

DATED this 10 day of March, 2006  
David Newton  
 David Newton, Mayor, City of West Jordan



STATE OF UTAH

County of Salt Lake

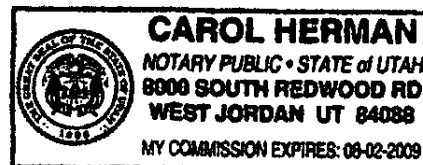
On the 10 day of March, 2006, personally appeared before me

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

[Signature]  
 NOTARY PUBLIC

ATTEST:

[Signature]  
 CITY RECORDER



The effective date of this agreement shall be the date it 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 the amount paid with this agreement, calculated from the date of this agreement.

DATED this 6th day of March, 2006.

William Jeff Newman  
Property Owner

Shirley J. Newman  
Property Owner

STATE OF UTAH

County of Salt Lake

On the 6th day of March, 2006, personally appeared before me

William Jeff Newman and Shirley J. Newman the signer(s) of the instrument set out above, who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC

DATED this \_\_\_ day of \_\_\_\_\_,

David Newton, Mayor, City of West Jordan

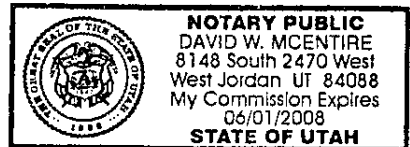
STATE OF UTAH

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, personally appeared before me

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

[Signature]  
NOTARY PUBLIC



26-11-400-000

The effective date of this agreement shall be the date it 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 the amount paid with this agreement, calculated from the date of this agreement.

DATED this 3<sup>rd</sup> day of March, 2006  
Fern L Beckstead Keith R Beckstead - Deceased  
Property Owner Property Owner

STATE OF ~~UTAH~~ ARIZONA

County of MARICOPA

On the 6<sup>th</sup> day of March, 2006, personally appeared before me

Fern L. Beckstead only the signer(s) of the instrument set out above,  
who duly acknowledged to me that ~~they~~ <sup>she</sup> executed the same.

[Signature]  
NOTARY PUBLIC

DATED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

David Newton, Mayor, City of West Jordan

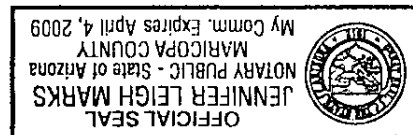
STATE OF UTAH

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me

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

\_\_\_\_\_  
NOTARY PUBLIC



The effective date of this agreement shall be the date it 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 the amount paid with this agreement, calculated from the date of this agreement.

DATED this 6 day of MARCH, 2006

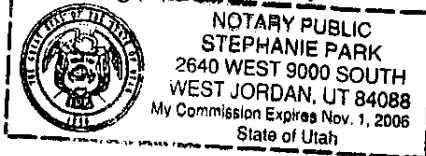
Ruth L. Christensen Harry "D" Christensen  
Property Owner Property Owner

STATE OF UTAH

County of Salt Lake

On the 6 day of MARCH, 2006, personally appeared before me

Ruth L. Christensen & Harry Christensen the signer(s) of the instrument set out above,  
who duly acknowledged to me that they executed the same.



Stephanie Park  
NOTARY PUBLIC

DATED this \_\_\_ day of \_\_\_\_\_,

David Newton, Mayor, City of West Jordan

STATE OF UTAH

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me

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

NOTARY PUBLIC

*DARIAN ALCORN*  
*801-565-8978*

*4*  
*HJC*

## EXHIBIT A

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

### GRANT OF PERPETUAL AND TEMPORARY EASEMENT

Dorothy L. Seal and Edward V. Seal of West Jordan, County of Salt Lake, State of Utah, Shirley L. Newman (also identified as Shirley J. Newman) and William Jeff Newman of Riverton, County of Salt Lake, State of Utah; Fern Beckstead and Keith R. Beckstead of Mesa, County of Maricopa, State of Arizona, and Harry J. Christiansen and Ruth L. Christiansen of West Valley City, County of Salt Lake, State of Utah, as their interests may appear, "Grantors" for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains and conveys unto THE CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, Grantee, its successors, assigns, lessees, licensees and agents, A PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT upon, over, under and across the following land which Grantors own or in which the Grantors have an interest, more particularly described as follows:

All that real property situated in Salt Lake County being in the East Half of Section 11 and the Northeast Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and more particularly described as follows:

A 20 foot wide permanent utility and access easement along with an additional 20 foot wide temporary construction easement.

#### Permanent Easement.

Beginning at the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 01°21'46" West 25.00 feet; thence North 89°35'49" West 40.01 feet; thence North 01°21'45" East 75.00 feet; thence North 12°36'45" East 102.52 feet; thence North 01°21'46" East 1685.92 feet to the Southerly property line of the Utah Transit Authority; thence North 57°14' East 24.16 feet, more or less, along said property line to a point on the East line of said Section 11, and being the Grantors East property line; thence South 01°21'45" West along the Section Line 1849.36 feet to the point of beginning.

The above described parcel of land contains 39,860 square feet more or less.

#### Temporary Construction Easement

Beginning at the point North 89°35'48" West 40.01 feet and North 01°21'45" East 50.00 feet from the Southeast Corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 01°21'45" East 1772.81 feet to the Southerly property line of the Utah Transit Authority; thence North 57°14' East 24.16 feet; thence South 01°21'46" West 1685.92 feet; thence South 12°36'45" West 102.52 feet to the point of beginning.

The above described parcel of land contains 34,588 square feet more or less.

The foregoing affects a portion of the following Salt Lake County Sidwell Number: 26-11-400-010.

The Easement herein granted is for the following purpose: underground water lines and appurtenant structures.

The Grantee shall have the right to construct, operate, maintain and remove the facility, together with appurtenant structures, from time to time as the Grantee may require. The Grantee shall have the right of ingress and egress over and across the immediately adjacent land of the Grantors to and from the above-described property. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement that may interfere with the use of the Easement by the Grantee. The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

The Temporary Construction Easement shall expire upon completion of construction of facility.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Dorothy L. Seal

\_\_\_\_\_  
Edward V. Seal

STATE OF UTAH                     )  
  :ss.  
COUNTY OF SALT LAKE         )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2006 personally appeared before me Dorothy L. Seal and Edward V. Seal the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Shirley L. Newman, also identified as  
Shirley J. Newman

\_\_\_\_\_  
William Jeff Newman

STATE OF UTAH                     )  
  :ss.  
COUNTY OF SALT LAKE         )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2006 personally appeared before me Shirley L. Newman, who attested that she is also identified as Shirley J. Newman, and William Jeff Newman the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Fern Beckstead

\_\_\_\_\_  
Keith R. Beckstead

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2006 personally appeared before me Fern Beckstead and Keith R. Beckstead the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Harry J. Christiansen

\_\_\_\_\_  
Ruth L. Christiansen

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2006 personally appeared before me Harry J. Christiansen and Ruth L. Christiansen the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_