

Project No: F-0068(73)52 Parcel No.(s): 100:2A, 100:A, 100:E

Pin No: 11082 Job/Proj No: 53830 Project Location: Redwood Road 4100 South to 5400 South
County of Property: SALT LAKE Tax ID / Sidwell No: 21-10-451-004
Property Address: 5225 South Redwood Road TAYLORSVILLE UT, 84123
Owner's Address: 2500 South State Street, SALT LAKE CITY, UT, 84115-3110
Owner's Home Phone: Owner's Work Phone: (385)646-4597
Owner / Grantor (s): Board of Education of Granite School District, a statutory corporation

Grantee: Taylorsville City, a Utah Municipality

WHEN RECORDED, MAIL TO:
Taylorsville City, a Utah Municipality
2600 West Taylorsville Blvd
TAYLORSVILLE, UT 85129

13761973
09/01/2021 01:52 PM \$0.00
Book - 11232 Pg - 5332-5343
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: MONE WARDLE
SLC UT 84114-8420
BY: GGA, DEPUTY - MA 12 P.

 **CITY OF TAYLORSVILLE** **Taylorsville City, a Utah Municipality**
Right of Entry and Occupancy Agreement

Project No: F-0068(73)52 Parcel No.(s): 100:2A, 100:A, 100:E

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Grantee: Taylorsville City, a Utah Municipality

Acquiring Entity: Taylorsville City, a Utah Municipality

For the subject property described in the attached deed (Exhibit A).

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Board of Education of Granite School District, a statutory corporation ("Property Owners") and Taylorsville City, a Utah Municipality.

Property Owners hereby grant to Taylorsville City, a Utah Municipality, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, a license for the non-exclusive 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.

The sum of \$216,100.00 (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. Taylorsville City, a Utah Municipality 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 Taylorsville City, a Utah Municipality.

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 Taylorsville City, a Utah Municipality to the Property Owners under this Agreement. Taylorsville City, a Utah Municipality 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 Taylorsville City, a Utah Municipality 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 Taylorsville City, a Utah Municipality 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

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Owner / Grantor (s): Board of Education of Granite School District, a statutory corporation

Grantee: Taylorsville City, a Utah Municipality

event that Taylorsville City, a Utah Municipality desires to obtain title insurance in connection with the release of the deposit, Taylorsville City, a Utah Municipality will pay the premiums for the title coverage.

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 shall continue until the Board of Education of Granite School District takes a final vote on the negotiated acquisition after it has performed necessary due diligence related to the value of the property and can properly transfer the property deed(s) to Taylorsville City, a Utah Municipality. The Parties understand that due diligence and establishing a fair market valuation may include engaging in further settlement negotiations, arbitration, or other proceedings should they be necessary, none of which shall interrupt the right of occupancy granted by this agreement. 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 effective date.

Exhibits:


[Signatures and Acknowledgments to Follow Immediately]

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 Owner / Grantor (s): Board of Education of Granite School District, a statutory corporation
 Grantee: Taylorsville City, a Utah Municipality

SIGNATURE PAGE
 TO
 TAYLORSVILLE CITY, A UTAH MUNICIPALITY
 RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 30th day of August, 2021

David F. Garrett for Granite School District Property Owner
Property Owner Property Owner
Property Owner Property Owner

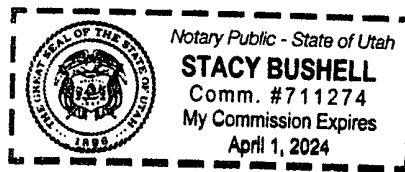
Approved as to Form -


STATE OF UTAH
 County of Salt Lake

On the 30 day of August, 2021, personally appeared before me

David F. Garrett the signer(s) of the Agreement set forth above,
 who duly acknowledged to me that they executed the same.

Stacy Bushell
 NOTARY PUBLIC



DATED this 31 day of August, 2021

Benjamin S. White
 , Local Government Authority

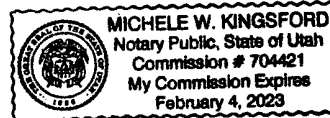
STATE OF UTAH
 County of Salt Lake

On the 31 day of August, 2021, personally appeared before me

Benjamin S. White the signer(s) of this Agreement for Taylorsville City, a Utah
 Municipality

who duly acknowledged to me that they executed the same.

Stacy Michelle Kingsford



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

Special Warranty Deed

(Controlled Access)
(School District)

Salt Lake County

Tax ID No.	21-10-451-004
PIN No.	11082
Project No.	F-0068(73)52
Parcel No.	0068:100:A

The Board of Education of the Granite School District, a body politic in the County of Salt Lake, organized and existing under the laws of the State of Utah, with its principal office at 2500 South State Street, City of Salt Lake, County of Salt Lake, State of Utah, Grantor hereby CONVEYS AND WARRANTS against all claiming by, through, or under them, and against acts of themselves, 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 considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the widening and roadway improvements of the existing Redwood Road (SR-68) known as Project No. F-0068(73)52, being part of an entire tract of property situate in the SW1/4 SE1/4 of Section 10, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly right of way line and limited access line of Redwood Road (SR-68), which point is 379.00 feet North along the quarter section line and 53.00 feet East from the Southwest Corner of the Southeast Quarter of said Section 10, said point is also 53.00 feet perpendicularly distant easterly from the right of way control line of said project opposite engineer station 1503+79.00 and is known as point "A"; and running thence along said existing easterly right of way and limited access line the following three (3) courses: (1) North 144.25 feet; thence (2) East 2.00 feet; thence (3) North

Continued on Page 2
SCHOOL DISTRICT RW-02 SD LA (11-01-03)

463.33 feet to the end of the existing limited access line; thence North 12.42 feet along said existing right of way line; thence East 28.00 feet to a point 83.00 feet perpendicularly distant easterly from said control line opposite engineer station 1509+99.00; thence South 10.50 feet along a line parallel with said control line to a point opposite engineer station 1509+88.50 and is known as point "B"; thence S.49°50'38"W. 20.93 feet to a point 67.00 feet perpendicularly distant easterly from said control line opposite engineer station 1509+75.00; thence South 506.00 feet along a line parallel with said control line to a point opposite engineer station 1504+69.00; thence S.03°10'47"W. 90.14 feet to a point 62.00 feet perpendicularly distant easterly from said control line opposite engineer station 1503+79.00; thence West 9.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 7,780 square feet in area or 0.179 acre, more or less.

(Note: Rotate all bearings in the above description 00°11'52" clockwise to obtain highway bearings.)

To enable the Utah Department of Transportation to construct and maintain a public highway as an expressway, 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 between said designated point "A" and said designated point "B".

PIN No. 11082
Project No. F-0068(73)52
Parcel No. 0068:100:A

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

ATTEST:

Business Administrator/Treasurer

By:

Print Name

The President of The Board of Education
of The Granite School District

STATE OF UTAH)

) ss.

COUNTY OF)

By:

Print Name

On the date first above written personally appeared before me, _____ and _____, who, being by me duly sworn, did say, that they are the President of the Board of Education and the Business Administrator/Treasurer, respectively, of said School District, and that the within and foregoing instrument was signed on behalf of said Board of Education by authority of a resolution of said board, and said _____ and said _____ each duly acknowledged to me that said School District executed the same.

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

Notary Public

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

Special Warranty Deed

(Controlled Access)
(School District)

Salt Lake County

Tax ID No.	21-10-451-004
PIN No.	11082
Project No.	F-0068(73)52
Parcel No.	0068:100:2A

The Board of Education of the Granite School District, a body politic in the County of Salt Lake, organized and existing under the laws of the State of Utah, with its principal office at 2500 South State Street, City of Salt Lake, County of Salt Lake, State of Utah, Grantor hereby CONVEYS AND WARRANTS against all claiming by, through, or under them, and against acts of themselves, 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 considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the widening and roadway improvements of the existing Redwood Road (SR-68) known as Project No. F-0068(73)52, being part of an entire tract of property situate in the SW1/4 SE1/4 of Section 10, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly right of way line of Redwood Road (SR-68), which point is 1042.00 feet North along the quarter section line and 55.00 feet East from the Southwest Corner of the Southeast Quarter of said Section 10, said point is also 55.00 feet perpendicularly distant easterly from the right of way control line of said project opposite engineer station 1510+42.00; and running thence North 11.58 feet along said existing easterly right of way line to the beginning of the existing easterly limited access line; thence North 93.42 feet along said existing easterly right of way line and limited access line to

Continued on Page 2
SCHOOL DISTRICT RW-02 SD LA (11-01-03)

a point 55.00 feet perpendicularly distant easterly from said control line opposite engineer station 1511+47.00 and is known as point "D"; thence East 6.50 feet to a point 61.50 feet perpendicularly distant easterly from said control line opposite engineer station 1511+47.00; thence South 28.00 feet along a line parallel with said control line opposite engineer station 1511+19.00; thence West 6.00 feet to a point 55.50 feet perpendicularly distant easterly from said control line opposite engineer station 1511+19.00; thence South 9.00 feet along a line parallel with said control line to a point opposite engineer station 1511+10.00; thence S.21°48'05"E. 43.08 feet to a point 71.50 feet perpendicularly distant easterly from said control line opposite engineer station 1510+70.00; thence South 14.50 feet along a line parallel with said control line to a point opposite engineer station 1510+55.50 and known as point "C"; thence South 13.50 feet along said parallel line to a point opposite engineer station 1510+42.00; thence West 16.50 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 988 square feet in area or 0.023 acre, more or less.

(Note: Rotate all bearings in the above description 00°11'52" clockwise to obtain highway bearings.)

To enable the Utah Department of Transportation to construct and maintain a public highway as an expressway, 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 between said designated point "C" and said designated point "D".

IN WITNESS WHEREOF, said Board of Education of the _____ Granite _____ School District has caused this instrument to be executed this _____ day of _____, A.D. 20 _____, by its proper officers thereunto duly authorized.

ATTEST:

Business Administrator/Treasurer

By:

Print Name

The President of The Board of Education
of The _____ Granite _____ School District

STATE OF UTAH)

) ss. By: _____

COUNTY OF)

Print Name

On the _____ date first above written personally appeared before me, _____ and _____, who, being by me duly sworn, did say, that they are the President of the Board of Education and the Business Administrator/Treasurer, respectively, of said School District, and that the within and foregoing instrument was signed on behalf of said Board of Education by authority of a resolution of said board, and said _____ and said _____ each duly acknowledged to me that said School District executed the same.

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

Notary Public

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

Temporary Construction Easement (School District)

Salt Lake County	Tax ID No.	21-10-451-004
	PIN No.	11082
	Project No.	F-0068(73)52
	Parcel No.	0068:100:E

The Board of Education of the Granite School District, a body politic in the County of Salt Lake, organized and existing under the laws of the State of Utah, with its principal office at 2500 South State Street, City of Salt Lake, County of Salt Lake, State of Utah, Grantor hereby GRANTS AND CONVEYS 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 considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4 SE1/4 and the NW1/4 SE1/4 of Section 10, T.2S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of the existing Redwood Road (SR-68) known as Project No. F-0068(73)52. 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. The boundaries of said easement upon part of an entire tract of property are described as follows:

Continued on Page 2
SCHOOL DISTRICT RW-09SD (11-01-03)

Beginning at a point 379.00 feet North along the quarter section line and 62.00 feet East from the Southwest Corner of the Southeast Quarter of said Section 10; and running thence N.03°10'47"E. 90.14 feet; thence North 506.00 feet; thence N.49°50'38"E. 20.93 feet; thence North 10.50 feet; thence West 28.00 feet to the existing easterly right of way line of Redwood Road (SR-68); thence North 43.00 feet along said existing easterly right of way line; thence East 16.50 feet; thence North 28.00 feet; thence N.21°48'05"W. 43.08 feet; thence North 9.00 feet; thence East 6.00 feet; thence North 28.00 feet; thence West 6.50 feet to the existing easterly right of way line and limited access line of said Redwood Road (SR-68); thence North 353.00 feet along said existing easterly right of way line and limited access line; thence East 4.00 feet; thence South 342.00 feet; thence East 7.50 feet; thence South 48.00 feet; thence East 18.50 feet; thence South 642.00 feet; thence S.04°10'37"W. 89.24 feet; thence West 16.50 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement upon part of an entire tract of property contains 15,081 square feet in area or 0.346 acre, more or less.

(Note: Rotate all bearings in the above description 00°11'52" clockwise to obtain highway bearings.)

PIN No. 11082
Project No. F-0068(73)52
Parcel No. 0068:100:E

IN WITNESS WHEREOF, said Board of Education of the _____ Granite _____ School District has caused this instrument to be executed this _____ day of _____, A.D. 20 _____, by its proper officers thereunto duly authorized.

ATTEST:

Business Administrator/Treasurer

By:

Print Name

The President of The Board of Education
of The _____ Granite _____ School District

STATE OF UTAH)

) ss.

COUNTY OF)

By:

Print Name

On the _____ date first above written personally appeared before me, _____ and _____, who, being by me duly sworn, did say, that they are the President of the Board of Education and the Business Administrator/Treasurer, respectively, of said School District, and that the within and foregoing instrument was signed on behalf of said Board of Education by authority of a resolution of said board, and said _____ and said _____ each duly acknowledged to me that said School District executed the same.

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

Notary Public