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FILED DISTRICT COURT
Third Judicial District

SEP 19 2001

SALT LAKE COUNTY
By Evelyn Thompson
Deputy Clerk

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

UTAH DEPARTMENT OF
TRANSPORTATION,

Plaintiff,

vs.

LLOYD FELTON; TONI FELTON;
ASSOCIATES FINANCIAL SERVICES,
Beneficiary; and WASHINGTON
MUTUAL BANK FSB, Beneficiary,

Defendants.

ORDER OF OCCUPANCY

Project No. SP-0067(1)0
Parcel No. 7:A
TAX ID: 08-094-76-003

Civil No. 010906605

Judge Timothy R. Hanson

Plaintiff's Motion for an Order of Occupancy having been submitted to the Court for decision, together with a Memorandum and an Affidavit and no objection thereto having been filed by the Defendants and the Court having determined from the pleadings that the Plaintiff has the right of eminent domain, and that the purpose for which the premises sought by the Complaint herein to be condemned is a public purpose and that the immediate occupancy of said

CERTIFY THAT THIS IS A TRUE COPY
AN ORIGINAL DOCUMENT ON FILE IN THE
THIRD DISTRICT COURT SALT LAKE COUNTY
STATE OF UTAH.
DATE: SEP 19 2001
Evelyn Thompson
DEPUTY CLERK

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premises is necessary and proper,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Plaintiff is hereby authorized to occupy the property of the Defendants, which is sought by this action for highway purposes, all such property interests or other rights as required by the Plaintiff are set out and described in resolution attached as Exhibit A to Plaintiff's Complaint, a copy of which is attached hereto. The Plaintiff is hereby permitted to take immediate possession of the properties of the Defendants as described in Plaintiff's Complaint and to continue possession thereof pending further hearing or trial on the issues that may be raised in this action and to do such work thereon as may be required for the purposes for which said premises are sought to be condemned.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing on the issues presented, that prior to the destruction or removal of any fence on or along the property condemned, the Plaintiff shall make adequate provisions for a fence along the right-of-way so as to provide fencing protection to the properties affected hereby at least equal to that now provided for each of such properties.

IT IS FURTHER ORDERED that pending further hearing or trial on the issues that may be presented in this action, the Defendants and their agents, servants and employees are hereby enjoined from interfering with Plaintiff's occupation of the property, or in the doing of such work thereon as may be required for the purposes for which it is sought to condemn the property as set

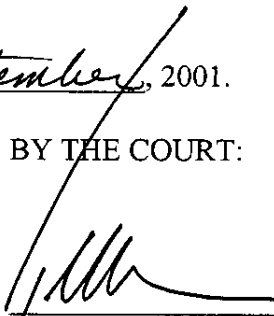
forth in the Complaint.

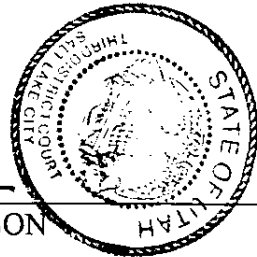
This Order shall not be effective until the Plaintiff has deposited with the Clerk of the Court, for the use and benefit of the Defendant parties in interest, the full dollar amount of Plaintiff's approved appraisal of the Defendants' property which is to be acquired in this action.

IT IS FURTHER ORDERED that on receipt of said monies, the Clerk of this Court shall remit the same to the appropriate Defendants in the percentage and portion to which each is entitled.

DATED this 19 day of September, 2001.

BY THE COURT:


TIMOTHY R. HANSON
District Court Judge



CONDEMNATION RESOLUTION
HIGHWAY PROJECT N^o. SP-0067(1)0
Legacy Parkway, I-215 to US-89
Limited Access

- I. The Utah Department of Transportation (UDOT) has determined:
 - A. That the public interest and necessity require the acquisition and immediate occupancy of the real property, or interest in real property, described in this Resolution;
 - B. That the real property, or interest in real property described herein, is needed for a state transportation purpose, as defined in Utah Code Ann. § 72-5-102, and is planned and located in a manner most compatible with the greatest public good and the least private injury, in accordance with Utah Code Ann. § 78-34-5; and
 - C. That the real property, or interest in real property included herein, if sought for the purpose of mitigating the impacts of construction, reconstruction, alteration, or maintenance on state highways, or the mitigation of impacts from public transportation projects, is subject to acquisition under S.B. 256, Transportation Amendments (2001 General Session of the Utah Legislature), UDOT having previously determined that public interest and necessity require the desired mitigation.
- II. UDOT requests that the Attorney General of Utah:
 - A. Acquire, in UDOT's name, the real property, or interest in real property, described in this Resolution, pursuant to the applicable eminent domain laws and statutes of the State of Utah;
 - B. Prosecute or undertake appropriate legal action as necessary in a court of proper jurisdiction for the purpose of acquiring the real property, or interest in real property sought by this Resolution;
 - C. Obtain an order permitting UDOT to take immediate possession and use of the real property, or interest in real property, or for incidental purposes described herein.
- III. UDOT requests that the State Finance Director:
 - A. Prepare a state warrant in the amount of the approved appraisal of each parcel of real property, or interest in real property, set forth and described in this Resolution, with the payee to be the Clerk of the District Court for the County in which the property is located, for the use and benefit of the landowners or lien holders as described in this Resolution;
 - B. Tender to the landowners a sum equal to the fair market value of the property to be acquired in exchange for rights-of-way before issuance of an Order of Immediate Occupancy.
- IV. The real property, or interest in real property which UDOT is authorizing for acquisition, is located in Salt Lake County and described below.

HIGHWAY PROJECT NO.SP-0067(1)0

RECORDED OWNER: Lloyd Felton and Toni Felton
ADDRESS: 2800 North 2200 West
Salt Lake City, Utah 84116

PARTY IN INTEREST: Associates Financial Services, Beneficiary
ADDRESS: 199 South 500 West
Bountiful, Utah 84010

PARTY IN INTEREST: Washington Mutual Bank FSB, (Beneficiary)
ADDRESS: 1201 Third Avenue
Seattle, Washington 98101

LIEN HOLDER: None of record

APPROVED APPRAISAL: \$500.00

TAX ID. 08-09-476-003

Parcel No. 0067:7:A

A parcel of land in fee for a freeway known as Project No. 0067, being part of an entire tract of property, situate in Lot 8 of Section 10, T. 1 N., R. 1 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning in the westerly highway right of way and no-access line of the existing I-215 Freeway at the Southeast corner of said entire tract, which point is 144.274 m (473.34 ft.) N 0°20'45" E (highway bearing) and 115.395 m (378.58 ft.) S 89°58'22" E from the Southwest corner of said Section 10 as monumented with a county Brass Cap; and running thence Northeasterly 2.654 m (8.71 ft.), more or less, along said westerly right of way and no-access line, along the arc of a 914.336 m (2,999.79 ft.) radius curve to the right (Note: Chord to said curve bears N 18°53'55" E for a distance of 2.654 m (8.71 ft.) to the northeasterly boundary line of said entire tract; thence N 45°34'00" W 8.046 m (26.40 ft.) along said northeasterly boundary line; thence S 17°35'32" W 8.539 m (28.02 ft.) to a south boundary line of said entire tract; thence S 89°58'22" E 7.466 m (26.40 ft.), more or less, along said south boundary line to the point of beginning. The above described parcel of land contains 40.0 square meters (0.010 acre), more or less.

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HIGHWAY PROJECT NO.SP-0067(1)0

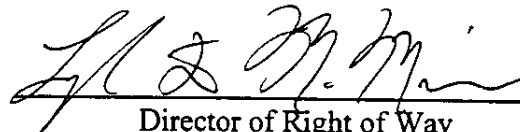
Together with any and all water rights appurtenant to the above described parcel of land.

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 78, Chapter 34, Section 5, 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.

Prepared by RHJ 5-9-01

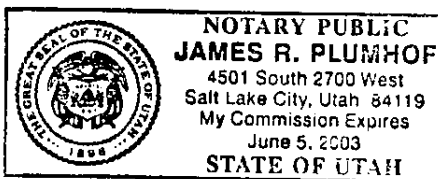
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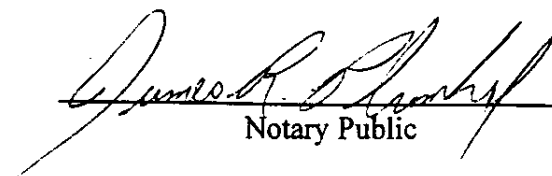
The foregoing Condemnation Resolution is hereby approved by the Director of the Department of Transportation, or his designee, Director of Right of Way of the Department of Transportation pursuant to the provisions of 72-1-202 and 72-1-207, Utah Code Annotated (1998), on this 31 day of May, 2001.



Director of Right of Way
Utah Department of Transportation

On the 31 day of May, A. D. 2001, personally appeared before me Lyle McMillen, who by me duly sworn did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said Utah Department of Transportation.





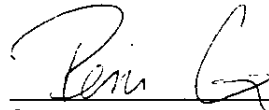
Notary Public

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing ORDER OF OCCUPANCY was mailed, postage prepaid, on this 13th day of September, 2001, to the following:

Lloyd and Toni Felton
Defendants
2800 North 2200 West
Salt Lake City, Utah 84116



Secretary

EXHIBIT A

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RIGHT OF OCCUPANCY AGREEMENT

I/We,,Lloyd and Toni Felton,(as Property Owner or Trustee), 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 \$ 500.00 (the amount of UDOT's Approved Appraisal), less the amount needed to pay prorated taxes ~~and the amount of the security deposit~~ will be paid to the Property Owner (or if there are multiple parties by a payment made jointly to those parties with an ownership in the property or proceeds of a condemnation action) as consideration for the granting of this RIGHT OF OCCUPANCY. The amount paid to the Property Owner under this agreement shall be deducted from a final settlement award, award of arbitration, or other award of just compensation in an eminent domain action should one be filed to acquire the property described in Exhibit A. The amount paid will be for the purposes of this agreement only, and will not be admissible as evidence in any subsequent determination of value of the property.

It is understood and agreed that this RIGHT OF OCCUPANCY AGREEMENT is granted without prejudice to the rights of the Property Owner, pending the settlement, to contest the 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 §78-34-21, Utah Code Annotated, through the office of the Private Property Ombudsman.

If the Property Owner who uses the property for a residence, business or farming operation or otherwise is displaced as a result of the Governments Entity's acquisition of the property, the Property owner may be entitled to relocation assistance and/or payments. 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 the UDOT:

Additional Terms:

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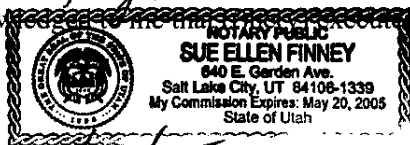
The effective date of this RIGHT OF OCCUPANCY AGREEMENT shall be the date this agreement is executed by the property owner as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding 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 14th day of September, 2001.

Property Owner
[Signature]
Property Owner

STATE OF UTAH)
County of Salt Lake) ss.

On the 14 day of September, 2001, personally appeared before me Toni Felton & Lloyd C. Felton the signer(s) of the instrument set out above, who duly acknowledged the same.



My commission expires: 5/20/05

[Signature]
NOTARY PUBLIC

This document is provided as a sample of the kind of document that has been used to grant occupancy of property voluntarily rather than to require that the government entity involved file a condemnation action and/or a motion for immediate occupancy. It is not meant to substitute as legal advice or to be used without the advice of counsel. Please consult your attorney about the use of this form and the consequences of granting a right of entry to the property.

Please also note: The agency does reserve the right to file a condemnation action after the right of entry agreement has been executed (and funds are released to the parties to this agreement) however, this action will not be taken sooner than 30 days from the date we initiated negotiations with you for the purchase of your property. A filing of a condemnation will not require you to retain an attorney or go to court if you choose to continue to negotiate with us and or opt to have the case submitted for mediation or arbitration.

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WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor,
Box 148420
Salt Lake City, Utah 84119-8420

Warranty Deed
(CONTROLLED ACCESS)
Salt Lake County

Parcel No. 0067:7:A
Project No. SP-0067(1)0

Lloyd Felton and Toni Felton, JT, Grantor,
of _____, County of _____, State of _____,
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 Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 0067, being part
of an entire tract of property, situate in Lot 8 of Section 10, T. 1 N., R. 1 W.,
S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning in the westerly highway right of way and no-access line of the
existing I-215 Freeway at the Southeast corner of said entire tract, which point is
144.274 m (473.34 ft.) N 0°20'45" E (highway bearing) and 115.395 m (378.58 ft.)
S 89°58'22" E from the Southwest corner of said Section 10 as monumented with a
county Brass Cap; and running thence Northeasterly 2.654 m (8.71 ft.), more or
less, along said westerly right of way and no-access line, along the arc of a
914.336 m (2,999.79 ft.) radius curve to the right (Note: Chord to said curve bears
N 18°53'55" E for a distance of 2.654 m (8.71 ft.) to the northeasterly boundary
line of said entire tract; thence N 45°34'00" W 8.046 m (26.40 ft.) along said
northeasterly boundary line; thence S 17°35'32" W 8.539 m (28.02 ft.) to a south
boundary line of said entire tract; thence S 89°58'22" E 7.466 m (26.40 ft.), more
or less, along said south boundary line 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 40.0 square meters
(0.010 acre), more or less.

Together with any and all water rights appurtenant to the above described
parcel of land.

Continued on Page 2

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BK 8528 Pg 6544

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11/20/2001 12:43 PM NO FEE
Book - 8528 Pg - 6533-6546
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148440 ATT:J.R. PLUMHOF
SLC UT 84114-8440
BY: KLB, DEPUTY - WI 14 P.

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