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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JR BAIRD  
SLC UT 84114-8420  
BY: ZJM, DEPUTY - WI & P.



## Utah Department of Transportation Right of Occupancy Agreement

Project No: SP-0068(24)43 Parcel No.(s): 194:3E, ~~194:194E, 194:2E~~  
Job/Proj / Auth No: 78086 Pin No: 3575  
Project Location: REDWOOD ROAD; 12600 SOUTH TO 10600 SOUTH  
County of Property: SALT LAKE Tax ID / Sidwell No: 27-27-201-021  
Property Address: 11825 South Redwood Road RIVERTON UT, 84065  
Owner / Grantor (s): Affordable Loans, LLC c/o Stevan Vasic, Member  
Owner's Address: 967 E. Chapada Circle, SANDY, UT, 84094  
Owner's Home Phone: (801)860-7793 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:  
11825 South Redwood Road, RIVERTON, UT 84065**

### RIGHT OF OCCUPANCY AGREEMENT

I/We, Stevan Vasic (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 \$3,500.00 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.

RECORDED AS RECEIVED  
CO. RECORDER

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, 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 28<sup>th</sup> day of JUNE, 2006

[Signature] \_\_\_\_\_  
Property Owner  
[Signature] \_\_\_\_\_  
Property Owner

STATE OF UTAH  
County of SALT LAKE

On the 28<sup>th</sup> day of JUNE, 2006, personally appeared before me

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

[Signature]  
NOTARY PUBLIC



DATED this 29 day of June, 2006

James R Baird  
for  
Director of Right of Way, Agent for UDOT

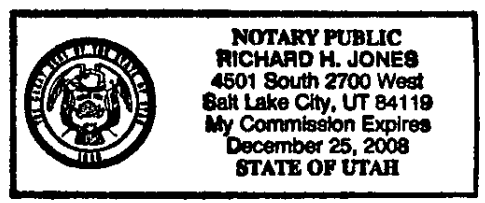
STATE OF UTAH

County of Salt Lake

On the 29 day of June, 2006, personally appeared before me

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

Richard H. Jones  
NOTARY PUBLIC



**Exhibits:**

**ADDITIONAL TERMS:** The \$3,500 includes an administrative settlement of \$1,950.00.

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

## Easement

(Limited Liability Company)

Salt Lake County

Tax ID No. 27-27-201-021  
Parcel No. 0068:194:3E  
Project No. SP-0068(24)43

Affordable Loans, LLC, a Utah limited liability company, Grantor,  
hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF  
TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for  
the sum of Ten (\$10.00), Dollars,

a perpetual drainage easement, upon part of an entire tract of property, in the NW1/4NE1/4  
of Section 27, T.3S., R.1W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of  
constructing thereon a drainage facility and appurtenant parts thereof incident to the  
widening of existing State Route 68 known as Project No. SP-0068(24)43.

The boundaries of said part of an entire tract of land are described as follows:

Beginning in the northerly boundary line of said entire tract at a point 249.50 feet  
South along the quarter section line and 418.10 feet N.89°52'45"E. (East by record) from  
the North Quarter Corner of said Section 27, said point is also approximately 418.07 feet  
perpendicularly distant easterly from the centerline of said project opposite engineer station  
111.54.41, and running thence N.89°52'45"E. (East by record) 10.00 feet along said  
northerly boundary line to the northeast corner of said entire tract; thence South  
102.09 feet (101.185 feet by record) along the easterly boundary line of said entire tract to  
the southeast corner of said entire tract; thence West 10.00 feet along the southerly  
boundary line of said entire tract; thence North 102.07 feet to the point of beginning. The  
above described part of an entire tract of land contains 1021 square feet or 0.023 acre in  
area, more or less.

(Note: Rotate all bearings in the above description 00°22'11" clockwise to obtain  
highway bearings.)

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