





,	Utah	Dept. of Transportation	
	4501	South 2700 West	
	Salt	Lake City, Utah 84119	
	Roadwa	y Design 4th Floor	

BOOK 1397 PAGE 1683

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FEB 13		21	h	

	VERIFIED W		F ENTRY AGREEMENT CORPORATION)	FEB 18	21 1	h 152
ENTERED Z	MICROFILMED []		Stal	Depta	ED FOR
Project No.	. I-15	-8(52)353	Parcel No the UTAH DEPARTMENT OF TR	15-8:1		· ·

enter upon and take possession of the following described parcel of land required for the construction of a public highway and/or appurtenances thereto:

A parcel of land in fee for a commuter parking facility known as Project No.15 8, being part of an entire tract of property, situate in Lot 7, of State Subdivision in the NW4NW4 of section 36, T. 7 N., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the southerly right of way line of the existing 2700 North Street at a point 33 feet perpendicularly distant southerly from the control line of said Street at Engineer Station 26+00, which point of beginning is 137.09 feet N.89 $^{\circ}$ 48' 41" E. and 61.67 feet S. 0 $^{\circ}$ 12' W. from the Northwest corner of said Section 36; thence S. $0^{\circ}12$ ' W. 101.68 ft. to a point of tangency with a 318.10-foot radius curve to the right; thence Southwesterly 152.14 fect along the arc of said curve; thence N. $89^{\circ}48^{\circ}$ W.270.22 feet to the easterly right of way line of an existing frontage road; thence Northerly 151.23 feet along the arc of a 1934.86-foot radius curve to the left. (Note Tangent to said curve at its point of beginning bears N. $4^{\circ}46'01''$ E.); thence N.0° 12' E. 93.82 feet, more or less, along said easterly right of way line to the NW corner of said entire tract; thence S. 890 48' E. 300.00 feet along the south right of way line of said existing 2700 North Street 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 1.62 acres, more or less.

All bearings above are highway bearings.)

It is understood and agreed that this permission is granted without prejudice to any rights of the undersigned, pending a settlement being arrived at as to the amount of compensation to be paid the Grantors for the said parcel of right of way and with the further understanding that if a satisfactory settlement cannot be agreed upon, the Department of Transportation will, upon notice from the undersigned that the amount of compensation offered is not acceptable, proceed at once to commence and diligently prosecute a condemnation proceeding in the appropriate court for the judicial determination of such compensation.

IN WITNESS WHEREOF, the said Weber Industrial Development Corporation	_
has caused this instrument to be executed by its proper officers thereunto duly authorized, this2nd-	
day of December , A.D. 19 81	-
STATE OF UTAH)) ss. Exer. Director	_
COUNTY OF Weber)	
On this 2nd day of December , A.D. 1981 personally appeared befor	е
me, C. L. Jeanselme , who, being by me duly sworn sa that he is.	- -
Executive Director of Weber Industrial Development	_
Corporation , a corporation, and that said instrument was signed in behalf of said corpora	
tion by authority of Board of Directors , an	d
the said Executive Director	
acknowledged to me that said corporation executed the same.	-
WITNESS my hand and official seal the day and year in this certificate first above written. My Commission expires: January 28, 1982	
Notary Public	-

PLEASE RETURN THIS NOTE WITH CORRECTION IF MADE.

IMPORTANT

No 1397-1683

OFFICE OF COUNTY RECORDER

Weber County, Utah

Frequently in the treatment of instruments errors are detected, sometimes of a nature which may seriously impair the validity of the transaction and the purpose for which it was executed. These discrepancies are noted and the attention of the parties interested called thereto. An examination of this document discloses the following:

THE BEARING OF N.89°48'W
IS IN ERROR.
SHOULD BE N.89048'E.

Warranty Deed in correct,
Warranty Deed in c

Many Mikean
Says not to
Correct the
Correct the
Reght-of-Entry
which has a
bad bearing
in it - even
the it is recorded

PROMPT attention should be given to this notice and if of sufficient importance a corrected document may be filed as the records cannot be altered.

County Recorder

FILED

Crantee: Utah Department of Transportation 4501 South 2700 West Salt Lake City, Utah 84119

WEBER COUN

BOOK 1397 PAGE 1680

Parcel No. 15-8:1 Project No. I-15-8(52)353

FEB 18

1 21 Ph 182

Warranty Deed

19-041-0071

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PLATTED S Z VERIFIED

MICROFILMED **ENTERED** (CORPORATION) Industrial Development Corporation, the State of______Itah_____, Grantor, hereby conveys and warrants to the UTAH DEPARTMENT OF

TRANSPORTATION, Grantee, for the sum of \$10.00 and other good and the following described parcel of land in Weber valuable, some joint, to with

A parcel of land in fee for a commuter parking facility known as Project No. 15-8, being part of an entire tract of property, situate in Lot 7, of State Subdivision in the NW2NW2 of Section 36, T. 7 N., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the southerly right of way line of the existing 2700 North Street at a point 33 feet perpendicularly distant southerly from the control line of said Street at Engineer Station 26+00, which point of beginning is 137.09 feet N. 89°48'41" E. and 61.67 feet S. 0°12' W. from the Northwest corner of said Section 36; thence S. $0^{\circ}12^{\dagger}$ W. 101.68 ft. to a point of tangency with a 318.10-foot radius curve to the right; thence Southwesterly 152.14 feet along the arc of said curve; thence N. 89°48' E. 270.22 feet to the easterly right of way line of an existing frontage road; thence Northerly 151.23 feet along the arc of a 1934.86-foot radius curve to the left. (Note Tangent to said curve at its point of beginning bears N. $4^{\circ}46'01''$ E.); thence N. $0^{\circ}12'$ E. 93.82 feet, more or less, along said easterly right of way line to the NW corner of said entire tract; thence S. 89°48' W. 300.00 feet along the south right of way line of said existing 2700 North Street 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 1.62 acres, more or less.

(Note: All bearings above are highway bearings.)

IN WITNESS WHEREOF, the saidWeber_County_Industrial_Development_Corporat has caused this instrument to be executed by its proper officers thereunto duly authorized, this19th
day of January , A. D. 19 82
STATE OF UTAH) flux hungum
COUNTY OF WEBER)
Onthis 19th day of January , A. D. 1982 , personally
appeared before me John A. Lindquist & Lynwood Islaub . who being by
me duly sworn say that they John A Lindauigh & Tyntroodd Weller County
Industrial Development a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority ofits_Board_of_Directors
and the said individuals acknowledged to me that said corporation executed the same,
WITNESS my hand and official seal the day and year in this certificate first above written.
My Commission expires: March 29, 1982 Mary Public Notary Public

WHEN RECORDED MAIL TO

Name Weber County Indus. Develop Corp
Street 205 - 26th Street
Address Ogden, Utah 84401
State

JON FRESTON
WEBER COURSES DU DESTE ES DEPUTY.

Jan 27 12 33 PR 164

FILED AND ALGORDED FOR

SPACE ABOVE THIS LINE FOR RECORDERS USE -

PARTIAL RECONVEYANCE	
SECURITY TITLE COMPANY OF OGDEN, a Utah corporation, as duly appointed Trustee under the Deed of Trust hereinafter referred to, having received from Beneficiary thereunder a written request to reconvey, in accordance with the terms of said Deed of Trust, all estate now held by said Trustee under said Deed of Trust in and to the hereinafter described property, said Beneficiary having presented said Deed of Trust and note or notes secured thereby for endorsement — said Deed of Trust having been executed byWEBER_COUNTY_INDUSTRIAL_DEVELOPMENT_CORPORATION	-
and recorded in the Official Records of	
Date April 21, 1980as Entry No. 809072 in Book 1353, Page 481	
Now, Therefore, in accordance with said request and the provisions of said Deed of Trust, SECURITY TITLE COMPANY OF OGDEN, as Trustee, does hereby RECONVEY, without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all estate now held by it thereunder in and to the property situated in said county, state of Utah, described as follows:	
(SEE EXHIBIT "A" ATTACHED)	
	•
en e	
The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms thereof. As provided in said Deed of Trust, this Partial Reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by said Deed of Trust.	
In Witness Whereof, SECURITY TITLE COMPANY OF OGDEN, as Trustee, has caused its corporate name to be Herejo affixed this27th day of	
Attest: SECURITY TITLE COMPANY OF OGDEN, as Trustee	
Vice President By	
STATE OF UTAH. President.	
County of Weber ss	
On the 27th	
On the 27th day of January A.D. 1982 personally appeared before me Fred H. Glissmeyernd Ronald A. Moore	
who being by me duly sworn did say, each for himself, that he, the said Fred H. Glissmeyer	
is the president, and he, the said Ronald A. Moore is the Vice Pres	
of SECURITY TITLE COMPANY OF OGDEN, the corporation that executed the foregoing instrument as such Trustee by authority of a resolution of its board of directors and saidFred H. Glissmeyer	
and Ronald A. Moore each daily acknowledged to me that said corporation	
executed the same as such Trustee	
My commission expires 2/15/83 Notary Painte, residing at Ogden, Utah	

FARCEL NO. 1 A parcel of land in fee for a commuter parking facility known as Project No. 15-8, being part of an entire tract of property, situate in Lot 7, of State Subdivision in the NW4NW4 of Section 36, T. 7 N., R. 2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the southerly right of way line of the existing 2700 North Street at a point 33 feet perpendicularly distant southerly from the control line of said Street at Engineer Station 26+00, which point of beginning is 137.09 feet N. 89°48'41"E. and 61.67 feet S. 0°12'W. from the Northwest corner of said Section 36; thence S 0°12'W. 101.68 ft. to a point of tangency with a 318.10 foot radius curve to the right; thence Southwesterly 152.14 feet along the arc of said curve; thence N. 89°48' E. 270.22 feet to the easterly right of way line of an existing frontage road; thence Northerly 151.23 feet along the arc of a 1934.86 foot radius curve to the left. (Note Tangent to said curve at its point of beginning bears N. 4°46'01"E.); thence N. 0°12'E. 93.82 feet, more or less, along said easterly right of way line to the NW corner of said entire tract; thence S. 89°48'W. 300.00 feet along the south right of way line of said existing 2700 North Street 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 1.62 acres, more or less.

(Note: All bearings above are highway bearings.)

PARCEL NO. 2 A parcel of land in fee for the relocation of a frontage road incident to the construction of a commuter parking facility known as Project No. 15-8, being part of an entire tract of property, situate in Lot 7 of State Subdivision in the NW4NW4 of Section 36, T. 7 N., land are described as follows:

Beginning in the southerly right of way line of the existing 2700 North Street at a point 33 feet perpencularly distant southerly from the control line of said street at Engineer Station 26+00.00, said point of beginning is 437.10 feet N. 89°48'41" E. and 63.71 feet S. 0°12' W. from the Northwest corner of said Section 36; thence S. 0°12' W. 101.68 feet to a point of tangence with a 318.10 foot radius curve to the right; thence Southwesterly 275.16 feet along the arc of said curve; thence S. 49°45'43" W. 249.15 feet to a point of tangency with a 398.10 foot radius curve to the left; thence Southwesterly 59.46 feet along the arc of said curve; thence Southwesterly 59.46 feet along the arc of said curve; thence S. 8°00'W. 256.40 feet along the easterly right of way line of the existing frontage road; thence S.

82°00' E. 8.00 feet; thence N. 8°00' E. 38.39 feet to a point of tangency with a 325.10 foot radius curve to the right; thence Northeasterly 236.96 feet along the arc of said curve; thence N. 49°45'43" E. 249.15 feet to a point of tangency with a 391.10 foot radius curve to the left; thence Northeasterly 338.31 feet along the arc of said curve; thence N. 0°12'E. 101.68 feet to said southerly right of way line; thence N. 89°48' W. 73 feet along said southerly right of way 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 1.33 acres, more or less.

(Note: All bearings above are highway bearings.)

DEPUTY

JAN 27 12 34 FR 182

FILED AND RELURIDED FOR

Name Street
Address City & 205 - 26th Street
Ogden, Utah 84401

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

Substitution of Trustee

WHEREAS, WEBER COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
was the original Trustor,
STEWART TITLE COMPANY OF OGDEN MARY GOULD, LAWRENCE O, GOULD AND LAURA OF MONTGOMERY AKA LAURA O. MONTGOMERY was the original Beneficiary under that certain Deed of Trust dated April 15, 1980 and recorded on April 21, 1980 Entry #80907, and book 1353, page 481 of Official Records of Weber County, Utah, and covering the following described property:
(See attached Exhibit און)
WHEREAS, the undersigned Beneficiary is the present Beneficiary under said Deed of Trust, and WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder. NOW, THEREFORE, the undersigned hereby substitutes SECURITY TITLE COMPANY OF OGDEN whose home office address is 205 - 26th Street, Ogden, Utah, as Trustee under said Deed of Trust. Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
Dated January 20, 1982 Mary Hould Passesses Off out & Saura J. Montgomery
County of Weber On the 20th day of January, A.D. 19 82 personally appeared before me MARY GOULD, LAWRENCE 0. GOULD AND LAURA 9. MONTGOMERY AKA LAURA 0. MONTGOMERY the signer_S of the within instrument, who duly acknowledged to me that her executed the same. My Commission expires: 2/15/83 Notary Public, Residing at Ugden, Utah
County of
My Commission expires: Notary Public, Residing at

FARCEL NO. 1 A parcel of land in fee for a commuter parking facility known as Project No. 15-8, being part of an entire tract of property, situate in Lot 7, of State Subdivision in the NW4NW4 of Section 36, T. 7 N., R. 2W., described as follows:

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(Note: All bearings above are highway bearings.)

REV. 4-1-76

UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CONTRACT

	1	to Static	on	Project No	. <u>I-15-8</u>	7) 338 27	700 North in	Ogden
		Side	of Highw	vay Parcel No.	1, 2	2700 Nort	h & 1-15	
Date	December	2. 198 1	ebor Inc	lustrial De			•	
								Grantor <u>s</u>
		duare Sur	<u>te 11 - 20</u>				R/401 Phon	
]	No. 1, 2		ranty TYPE OF INSTI	RUMENT	deed for	a tract of la	and for transports	ation purposes
over pr	roperty descri	ibed in said dee			toGle	n Larrabee		
בים Ac	isition A	gent		. 85	escrow ag		E OF AGENT Cuctions to deliver	r said dood to
the Iit	ah Denartme	TITLE	tation State					
agent,	for the under	signed grantor	_s of a con	onice bunding, v of this agreme	nt properl	Oity, Otan, u v executed and	pon the delivery approved by the	to said escrow
Transp	ortation.	G G	, u _F	y or orms abround	no properi	y exceuted and	approved by the	Department of
	IN CONSIDERAT	'ION of the foregoing	, and other conside	erations hereinafter s	et forth it is n	nutually agreed by th	ne parties hereto as follo	ws:
Dari	1. Said tract of	land is granted fre	e and clear of all l	liens and encumbranc	es and partial	releases for said tr	act of land shall be furnis thereof, as the grantor n	shed to the De-
lien	n holder in obtainin	g the partial release	s. Clear					
wor	rk, and shall be don	ne in a good and work	kmanlike manner.				inances and regulations r	
in s	as good condition a	s tound,					artment of Transportatio	
	4. No work, imp	rovement, alteration have here set out the	or maintenance w	ill be done or made or	ther than or in	addition to that pro	vided for in this agreeme es the entire consideratio	ent.
of e	said tract of land	and shall relieve th	e Department of T	ransportation of all fi	rther obligation	ms or claims on tha	t account, or on account	of the location,
	6. If and when	n of the proposed hig possession is take		1 tract of land hereins	bove referred	to, the Department	of Transportation shall c	omply with the
	owing:	cash in fu	11 +a +b-	O				
(A)	Land	as describ	ed in Wer	Grantors for	or the f	ollowing:	_	AMOUNT
	Land	as descril	oed in War	ranty Deed	#1 #2			
	7. The $^{\circ}$	Utah Depart	tmen t of T	ransportati	on agre	es to deed	l narcel	
12	DAY TO WE	per Industr	cial ∋evel	opment Corr	oration	to mitiga	te damages	
on	remainde	r.						
h o	S. It 1:	s agreed th	na t the Ut	ah Departme	ent of T	ransportat	ion may	
Ι-	15-8(7)33	or entry to	the prem	ises descri	bed in	parcels #1	, #2 of	
3e	ttlem.nt	between and	entor and	the Utah De	Utan d	uring nego	tiations of	
	9. If the	ne Utah Der	partment o	of Transport	esarion d	etermines	bortation.	
	SCLIDED 53	s parceis i	l. 2 to be	surplus +	ha Oran	tor chall	have the	
đe					_			
11.	rar premes	s to purcha	ise same a	t it's appr	aised w	מנוני		
11.	rar premes	s to purcha	to pay al	t it's appr 1 taxes ass	aised w	מנוני	s property.	
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	10. Grant	s to purcha tors agree	to may al	t it's appr l taxes ass	aised w	מנוני	s property.	
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	AL OF CON	tors agree	to nay al	t it's appr 1 taxes ass	aised w	alu e. gainst thi		
APPROV	AL OF CON	s to purcha tors agree	to nay al	t it's appr 1 taxes ass	aised w	alu e. gainst thi	s property.	29,500.
APPROV BYIN V	AL OF CONS	STRUCTIONS RICT DIRECTOR	ITEMS:	l taxes ass	aised v	alue. gainst thi Total Cas		
APPROV BYIN V	AL OF CONSTITUTES WITNESS WIED PARTMENT CO	STRUCTIONS RICT DIRECTOR HEREOF, the 10 FIRANSPORT	ITEMS:	l taxes ass	reement the	alue. gainst thi Total Cas le day and yea rstood by the p	h Settlement \$r first above writt	ten. this instrument
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APPROV BY IN V UTAH DE Recomm	AL OF CONSTITUTES WITNESS WIED PARTMENT CO	STRUCTIONS RICT DIRECTOR HEREOF, the post reproved the state of the	ITEMS:	l taxes ass	reement the lit is under an option	alue. gainst thi Total Cas le day and yea rstood by the p until approve	h Settlement \$ r first above writt parties hereto that to	ten. this instrument of Transportati
APPROV BYIN V UTAH DE	VAL OF CONSTITUTE WITNESS WITN	STRUCTIONS RICT DIRECTOR HEREOF, the post reproved acquisition a	ITEMS: Parties have examon	l taxes ass	reement the lit is under an option	alue. gainst thi Total Cas le day and yea rstood by the p until approve	h Settlement \$ r first above writt parties hereto that to	this instrument of Transportati
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RIGHT OF WAY DESIGN ENGINEER

R-780 10-79

such property.

UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION SUMMARY

	PROJECT NO Dean Representation	olbrook	\$ _26,255.00_A pp
	PARCEL NO. 1, 2 * * * * *		\$_30,500.00
	DETAILS OF FINAL SETTL	EMENT	
Parce1	1. Value of land acquired: Right of Way acres at series at acres at acres at	per acre per acre	\$ 14,418.00 \$
Parce1	2. Value of Improvements taken or design yet.8,900	per acre	\$ 11,837.00
	3. Damages: (Proximity, severance, etc.)		\$
	4. Moving and/or rehabilitation of buildings and app	urtenances:	\$
	5. Controlled access:		\$
	Gross	s Amount	\$
	6. Salvage, amount Administrative Settlemen	+	\$
		mount	\$_29,500,00
	Explain items in detail		
	Settlement was made on the approved appraisal and settlement and a deed to Parcel #125AO to mitir	olus 43,245.00 Tate damages o	Administrative on the remainder.
	I hereby certify that (1) the written agreement embodies all of the considerations agreed upon betw perty owner; (2) the agreement was reached without	een the negotia	tor and the prop-

852183

Grantee: Utah Department of Transportation 4501 South 2700 West Salt Lake City, Utah 84119

nofee BOOK 1397 PAGE 1679

Parcel No. 15-8:2 Project No. I-15-8(52)353

WEBER COU

Warranty Deed

19-041-0072

NICROFILMED

(CORPORATION)

Weber County Industrial Development Corporation, a corporation of the State of ______, Grantor, hereby conveys and warrants to the UTAH DEPARTMENT OF Grantee, for the sum of \$10.00 and other good and xxxxxxx TRANSPORTATION, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for the relocation of a frontage road incident to the construction of a commuter parking facility known as Project No. 15-8, being part of an entire tract of property, situate in Lot 7 of State Subdivision in the NW2NW2 of Section 36, T. 7 N., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the southerly right of way line of the existing 2700 North Street at a point 33 feet perpendicularly distant southerly from the control line of said street at Engineer Station 26+00.00, said point of beginning is 437.10 feet N. 89°48'41" E. and 63.71 feet S. 0°12' W. from the Northwest corner of said Section 36; thence S. 0°12' W. 101.68 feet to a point of tangency with a 318.10-foot radius curve to the right; thence Southwesterly 275.16 feet along the arc of said curve; thence S. 49°45'43" W. 249.15 feet to a point of tangency with a 398.10-foot radius curve to the left; thence Southwesterly 59.46 feet along the arc of said curve; thence S. 8°00' W. 256.40 feet along the easterly right of way line of the existing frontage road; thence S. 82°00' E. 8.00 feet; thence N. 8°00' E. 38.39 feet to a point of tangency with a 325.10-foot radius curve to the right; thence Northeasterly 236.96 feet along the arc of said curve; thence N. 49°45'43" E. 249.15 feet to a point of tangency with a 391.10-foot radius curve to the left; thence Northeasterly 338.31 feet along the arc of said curve; thence N. 0°12' E. 101.68 feet to said southerly right of way line; thence N. 89°48' W. 73 feet along said southerly right of way 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 1.33 acres, more or less.

(Note: All bearings above are highway bearings)

IN WITNESS WHEREOF, the said	Weber County	Industrial D	evelopment
has caused this instrument to be execu	ated by its proper office	ers thereunto duly	authorized this 19th
		sers mercunio dary	addition ized, times
day of January, A. D.), 19 02	~") \	1
	· /		.,
STATE OF UTAH	-6-97		
STATE OF OTAH	7.	MU A M	Menis
)	ss.		4,000
COUNTY OF WEBER			
On this 19th day of Janu	ary	, A. I). 1982 ,personally
appeared before me John A. Li	ndquist & Lvnw	vood Islaub	. who, being hy
me duly sworn say that they J Industrial Development	ohn A Lindau	at C Trong	ŢĪĪĪāub
Industrial Development Gorporation	poration, and that the	within and foregoi	ng instrument was signed
in behalf of said corporation by author	rity of ita Page	4 -t D:	
		o-or-nirecto	rs
and the said individuals	acknowledged to r	ne that said corpo	ration executed the same.
WITNESS my hand and official seal			
		1	7
		12	
My Commission expires: March 2	9, 1982	MAKE	up Wille
			Notary Public

12041-0072

Utah Dept. of Transportation 4501 South 2700 West Salt Lake City, Utah 84119

MICROFILMED

Z

Roadway Design 4th Floor

41700

ENTERED

BOOK 1397 PAGE 1681

JON FRESTON // fee WEBER COULD FOR SOUTH DEPUTY LIVER / LIVERY

RIGHT OF ENTRY AGREEMENT

(CORPORATION)

1E8 10 1 21 111 04
FILED, And DESCRIPED FOR
State Diphay Janie
sun Xigi ay staris

Project No.	I-15-8(52)353	Parcel No.	15-8:2

The undersigned hereby grant to the UTAH DEPARTMENT OF TRANSPORTATION permission to enter upon and take possession of the following described parcel of land required for the construction of a public highway and/or appurtenances thereto:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

It is understood and agreed that this permission is granted without prejudice to any rights of the undersigned, pending a settlement being arrived at as to the amount of compensation to be paid the Grantors for the said parcel of right of way and with the further understanding that if a satisfactory settlement cannot be agreed upon, the Department of Transportation will, upon notice from the undersigned that the amount of compensation offered is not acceptable, proceed at once to commence and diligently prosecute a condemnation proceeding in the appropriate court for the judicial determination of such compensation.

IN WITNESS WHEREOF, the said	Weber Industrial Development Corporation
has caused this instrument to be executed by its prope	er officers thereunto duly authorized, this 2nd
day of December , A.D. 19 81	
STATE OF UTAH)) ss. COUNTY OF Weber)	TEX. Director
On this 2nd day of December	, A.D. 1981 personally appeared before
me, C. L. Jeanselme, who, b	eing by me duly sworn sa that he is
Executive Director	of Weber Industrial Development
Corporation, a corporation, and that sai tion by authority of Board of Directors	
the said	
acknowledged to me that said corporation executed the	
WITNESS my hand and official seal the day and ye My Commission expires: January 28, 1982	ar in this certificate first above written.

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RIGHT OF ENTRY AGREEMENT

PAGE NO. 2

Project No. I-15-8(52)353

Parcel No. 15-8:2

A parcel of land in tee for the relocation of a frontage road incident to the construction of a commuter parking facility known as Project No. 15-8, being part of an entire tract of property, situate in Lot 7 of State Subdivision in the NW2NW2 of Section 36, T. 7 N., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the southerly right of way line of the existing 2700 North Street at a point 33 feet perpendicularly distant southerly from the control line of said street at Engineer Station 26+00.00, said point of beginning is 437.10 feet N. 89°48'41" E. and 63.71 feet S. 0°12' W. from the Northwest corner of said Section 36; thence S. 0°12' W. 101.68 feet to a point of tangency with a 318.10-foot radius curve to the right; thence Southwesterly 275.16 feet along the arc of said curve; thence S. 49°45'43" W. 249.15 feet to a point of tangency with a 398.10-foot radius curve to the left; thence Southwesterly 59.46 feet along the arc of said curve; thence S. 8°00' W. 256.40 feet along the easterly right of way line of the existing frontage road; thence S. 82°00' E. 8.00 feet; thence N. 8°00' E. 38.39 feet to a point of tangency with a 325.10-foot radius curve to the right; thence Northeasterly 236.96 feet along the arc of said curve; thence N. 49°45'43" E. 249.15 feet to a point of tangency with a 391.10-foot radius curve to the left; thence Northeasterly 338.31 feet along the arc of said curve; thence N. 0°12' E. 101.68 feet to said southerly right of way line; thence N. 89°48' W. 73 feet along said southerly right of way 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 1.33 acres, more or less.

(Note: All bearings above are highway bearings)

REV. 4-1-76 UTAH DEPARTMENT OF TRANSPORTATION

Station	1to Station	(52) 35 3 Project No. <u>I-15-8(7) 338</u> 2700 North in	ogden
	Sideof Highway	Parcel No. 1, 2 2700 North & 1-15	
Date	ecember 2, 1981 ebor Indus	trial Development Corporation	Grantor
of Bam	berger Square Suite 11 205	26th Street Orden, Utah 84401 Pho	one_62 7_1 33
N	o. 1. 2 Harranty	deed for a tract of land for transpo	
over pro	TYPE OF INSTRUM perty described in said deed Will be	IEN I	reaction purpos
	sition Agent	NAME OF AGENT	
	TITLE	as escrow agent, with instructions to deliv	
the Utah	Department of Transportation, State Office	ce Building, Salt Lake City, Utah, upon the deliver	y to said escr
agent, 10 Transpor	r the undersigned grantor <u>s</u> , of a copy of	f this agrement properly executed and approved by the	ne Department
_		ons hereinafter set forth it is mutually agreed by the parties hereto as fo	allowe.
:	1. Said tract of land is granted free and clear of all liens	and encumbrances and partial releases for said tract of land shall be fu-	mished to the De-
partm	ent of Transportation, and the total amount in cash settleme older in obtaining the partial releases. Clear	ent shall be paid to the grantor except such portion thereof, as the granto	or may assign to a
work.	All work done under this agreement shall conform to and shall be done in a good and workmanlike manner.	all applicable building, fire and sanitary laws, ordinances and regulation	as relating to such
:		removed and relocated or reconstructed by the Department of Transport	ation, shall be left
4	4. No work, improvement, alteration or maintenance will be	done or made other than or in addition to that provided for in this agree	ement.
of sai	d tract of land and shall relieve the Department of Transp	ment. The performance of this agreement constitutes the entire consider portation of all further obligations or claims on that account, or on account.	ation for the grant ant of the location,
grade	and construction of the proposed highway.	ct of land hereinabove referred to, the Department of Transportation sha	
follow	ing:		ovingsy with the
(A)	Pay cash in full to the Gra Land as described in Marray	antors for the following:	AMOU
	Land as described in Warran	nty Deed #1	
	7. The Utah Department of Tran	nsportation agrees to deed parcel	
125	AQ to Weber Industrial Develop	ment Corporation to mitigate damages	
OII .	remainder.		1
have	e Right of Entry to the promise	Department of Transportation may	
I-1	5-8(7)333 located at 2700 North	es described in parcels #1, #2 of h, Ogden, Utah during negotiations of	.
set	tremant between grantor and the	e Utah Department of Transportation	
3	• II the litan lenartment of]	Transportation determines the land	
Ges	ribed as parcels 1, 2 to be su	urplus: the Grantor shall have the	
10	st rights to purchase same at i	lt's appraised value.	-
	and agree to hay all t	taxes assessed against this property.	
A DDDOM A	I OE CONCEDITORIONE IMPRES		
	L OF CONSTRUCTIONS ITEMS:		
BY	DISTRICT DIRECTOR	Total Cash Settlement \$_	29,500
TN W	ITNESS WHEDEOF the parties have even		
	ARTMENT OF TRANSPORTATION	cuted this agreement the day and year first above we It is understood by the parties hereto the	
	nded for Approval	an option until approved by the Directo	r of Transport
. /	La tomolo	Weber Industrial Developme	
ByR	SAT OF WAY ACQUISITION AGENT	The distriction of the second	or Corpora
,	8 110	, mining	me_
Ву	my 11 June 121.	133/81	
	CHIEF, RIGHT OF WAY DIVISION	DATE	
Approved b		/	
Utah Depar	tment of Transportation	19	
	1.1111 1.11		

RIGHT OF WAY DESIGN ENGINEER

Signed by__

UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION SUMMARY

	PROJECT NO	Dean Holbrook	\$ 26_255_004 p
	PARCEL NO. 1, 2	egotiation appraisals - Clen Smith *	\$_30,500.00
	DETAILS OF FINAL	SETTLEMENT	
Parcel	1. Value of land acquired: Right of Way	t per acre t per acre	\$ 14,418.00 \$
'arce1	2. Value of Improvements taken or destroy	td.8,900 per acre	\$ <u>11.837.00</u>
	3. Damages: (Proximity, severance, etc.)		\$
	4. Moving and/or rehabilitation of buildings	s and appurtenances:	\$
	5. Controlled access:		\$
		Gross Amount	\$
	6. Salvage, amount	ttlement	\$
		Net amount	\$ 29.500.00
	Settlement and a deed to Sarcel #125AO	to mitirate damages o	on th e remainde r.
	I hereby certify that (1) the written agreembodies all of the considerations agreed uperty owner; (2) the agreement was reached those shown in the agreement, or threat party; (3) that the parcel(s) are to be securated highway project; and (4) I have no diffuture personal interest in the parcel(s) such property.	pon between the negotian ed without coercion, pros s of any kind whatsoev red for use in connection rect or indirect presen	tor and the proportion is so other than er by or to either n with a Federal-t or contemplated

Canabee Date____