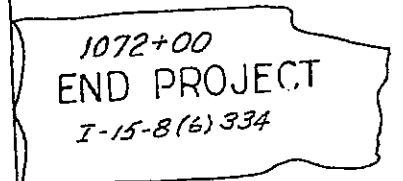


PROJECT#: I-15-8(6)334
COUNTY: WEBER
ROUTE: I-15
BEGIN / END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET # : 2
SHEET TYPE: TITLE, PLAN, SUMMARY, TOTAL TRACT

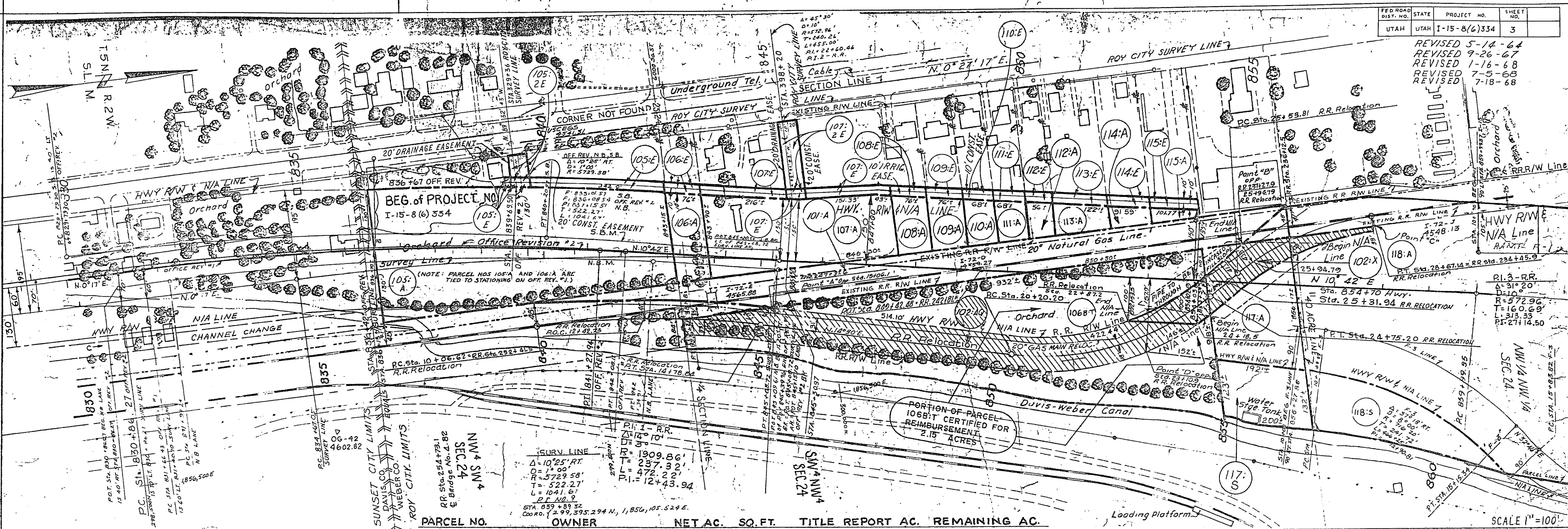


MAY 3, 1963

- | | |
|-------|-------------------------------------|
| 171 | The Ogden Union Railway & Depot Co. |
| 172 | Ogden City Corp. |
| 173:A | " |
| 174:T | Gibbons & Reed Co. |
| 175 | Gibbons Realty Co. |
| 176:A | Ogden Union Depot |
| 177:A | Ogden City |
| 178:A | " |
| 179:A | " |
| 180:A | Marquardt Aircraft Co |
| | Union Pacific Railroad |
| | Utah Power & Light Co |
| 100:X | Union Pacific Railroad Co. |

- * 128B:E United States of America
139 Rowland S. Bingham, et al
143B Alma L. Ellis, et al
143 E Harrison B Child, et al

REVISED 5-14-64
REVISED 9-26-67
REVISED 1-16-68
REVISED 7-5-68
REVISED 7-18-68



PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
15-8-105-A	CORA A. PERRINS	3.621	4,922	1.30	
106-A	GEORGE W. STETTLER, et al.	0.341	4,720	0.22±	
106-B	GEORGE W. STETTLER, et al.	5.771	5,771	0.17	
107-A	LAVINIA H. HOWES, et al.	0.221	1,159	0.15	
108-A	WALTER GORDON MCPHIE, et al.	0.221	9600	0.56	
109-A	GORDON G. HOWES, et al.	0.201	8,587	0.56	
110-A	WAYNE R. LEAVITT, et al.	0.161	6,800	0.50	
111-A	CHRISTIAN J. ROSKELLEY, et al.	0.141	5,963	0.50	
112-A	ROLAND FAY PARKER, et al.	0.101	4,290	0.41	
113-A	JOHN WILLIAMS	0.171	7,440	0.89	
114-A	ERNEST DELGARN SMITH, et al.	0.091	5,870	0.67	
115-A	DREAM HOUSE, INC.	0.061	2,550	0.74	
117-S	W. L. STEPHANS, et al.	0.561	24,510	1.47±	0.00 R.R.
117-A	DREAM HOUSE, INC.	1.101	5,191	2.03	
118-A	CHANCEY NELSON, et al.	1.741	18,531	2.54	
118-S	CHANCEY NELSON, et al.	1.741	18,531	2.54	
101-A	UNION PACIFIC RAILROAD CO.	2.111			
102-X					
105-E	CORA A. PERRINS	0.081	(PERMANENT)		
105-E	"	0.081	(TEMPORARY)		
106-E	GEORGE W. STETTLER, et al.	0.021	(PERMANENT)		
106-E	"	0.021	(TEMPORARY)		
107-E	LAVINIA H. HOWES	0.091	(PERMANENT)		
107-E	"	0.091	(TEMPORARY)		
108-E	WALTER G. MCPHIE, et al.	0.021	(PERMANENT)		
108-E	"	0.021	(TEMPORARY)		
109-E	GORDON G. HOWES, et al.	0.021	(PERMANENT)		
109-E	"	0.021	(TEMPORARY)		
110-E	WAYNE R. LEAVITT, et al.	0.021	(PERMANENT)		
110-E	"	0.021	(TEMPORARY)		
111-E	CHRISTIAN J. ROSKELLEY, et al.	0.021	(PERMANENT)		
111-E	"	0.021	(TEMPORARY)		
112-E	ROLAND FAY PARKER, et al.	0.011	(PERMANENT)		
112-E	"	0.011	(TEMPORARY)		
113-E	JOHN WILLIAMS	0.031	(PERMANENT)		
113-E	"	0.031	(TEMPORARY)		
114-E	ERNEST DELGARN SMITH, et al.	0.021	(PERMANENT)		
114-E	"	0.021	(TEMPORARY)		
115-E	DREAM HOUSE, INC.	0.021	(PERMANENT)		
115-E	"	0.021	(TEMPORARY)		
105-2E	CORA A. PERRINS	0.031	(PERMANENT)		
105-2E	"	0.031	(TEMPORARY)		
107-2E	LAVINIA H. HOWES	0.081	(PERMANENT)		
107-2E	"	0.081	(TEMPORARY)		

PARCEL NO.	GRANTEE	NET AC.
15-8-102-AQ	UNION PACIFIC RAILROAD CO.	2.31±

PROJECT# I-15-8(6)334
COUNTY: WEBER
ROUTE: I-15
BEGIN / END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET # 3
SHEET TYPE: TITLE PLANS SUMMARY TOTAL TRACT

REVISED 12-26-69
REVISED 4-1-80

FED. ROAD DIST. NO.	STATE	PROJECT NO.	SHEET NO.
UTAH	UTAH	I-15-8(6)334	4

REVISED 3-23-65
REVISED 8-25-67
REVISED 9-26-67
REVISED 1-16-68
REVISED 11-18-68
REVISED 12-17-68
REVISED 3-28-69
REVISED 12-9-69 N13°06'E

PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.	PARCEL NO.	GRANTEE	NET AC.
15-8-118:A	CHANCEY NELSON, ET AL	13.76 ±		18.53	2.54 ±	15-8-128:QE	THE MOUNTAIN FUEL SUPPLY CO.	0.79 ±
118:S	CHANCEY NELSON, ET AL	1.74 ±				122:STAQ	MAXINE S. BROWN	0.22 ±
119:A	"	0.54 ±	23,609	0.59	0.00	118:SAQ	ROY HARTMAN	0.75 ±
119:ST	"	0.05 ±	2,170			128D:Q	DAVIS & WEBER COUNTIES CANAL CO.	5.497
120:A	ROY HARTMAN, ET AL	2.34 ±		3.02				
121:A	HILAND DAIRYMANS ASSOC.	0.55 ±	24,130	2.14	1.54 ±			
122:A	THOMAS HYRUM GOODALE, ET AL	1.73 ±		2.00	0.00			
122:ST	THOMAS HYRUM GOODALE, ET AL	0.22 ±	9,580					
123:T	LALONI McMURRIN HILTON ET AL	3.08 ±		3.17	0.00			
124:T	"	2.19 ±		2.26	0.00			
125:A	MAXINE S. BROWN	0.02 ±	670	1.22	1.20 ±			
126:A	GOLDEN OLESON, ET AL	1.28 ±		4.89	3.61 ±			
127:A	VERDI L. PINGREE, ET AL	0.99 ±		9.25	8.26 ±			
128:A	G. I. EAMES, ET AL	3.79 ±		15.00	10.77 ±			
170:X	DAVIS & WEBER CO. CANAL COMP.							
120:ST	ROY HARTMAN, ET AL	0.42 ±	18,414	SEE 20:A				
128B:E	UNITED STATES OF AMERICA	0.40 ±	17,340					
128:E	G. I. EAMES, ET AL	0.79 ±	34,230					
120B:R	DAVIS & WEBER COUNTIES CANAL CO.	0.05 ±	2,211					
128D:A (PARCEL No. 1)	GENERAL SERVICES ADMIN	4.965	(SEE NOTE ON SH. 4A)					
128D:A (PARCEL No. 2)	"	5.497	(SEE NOTE ON SH. 4A)					
128F	(SEE NOTE ON SH. 4A)	13.676						
118D:E	KAZUO IWASAKI, ET AL	0.15 ±						
118D:E	KAZUO IWASAKI, ET AL	0.15 ±						
170:A	DAVIS & WEBER COUNTIES CANAL COMPANY	5.676						

H. A. F. BASE CURVE DATA				
NO.	DELTA	RADIUS	TANGENT	LENGTH
1.	24° 20' LT.	1200.00	258.72	509.64
2.	2° 54' RT.	2000.00	50.63	101.23
3.	8° 05' LT.	2200.00	155.45	310.38
4.	32° 42' RT.	200.00	58.67	114.14
5.	15° 28' RT.	200.00	27.15	53.99

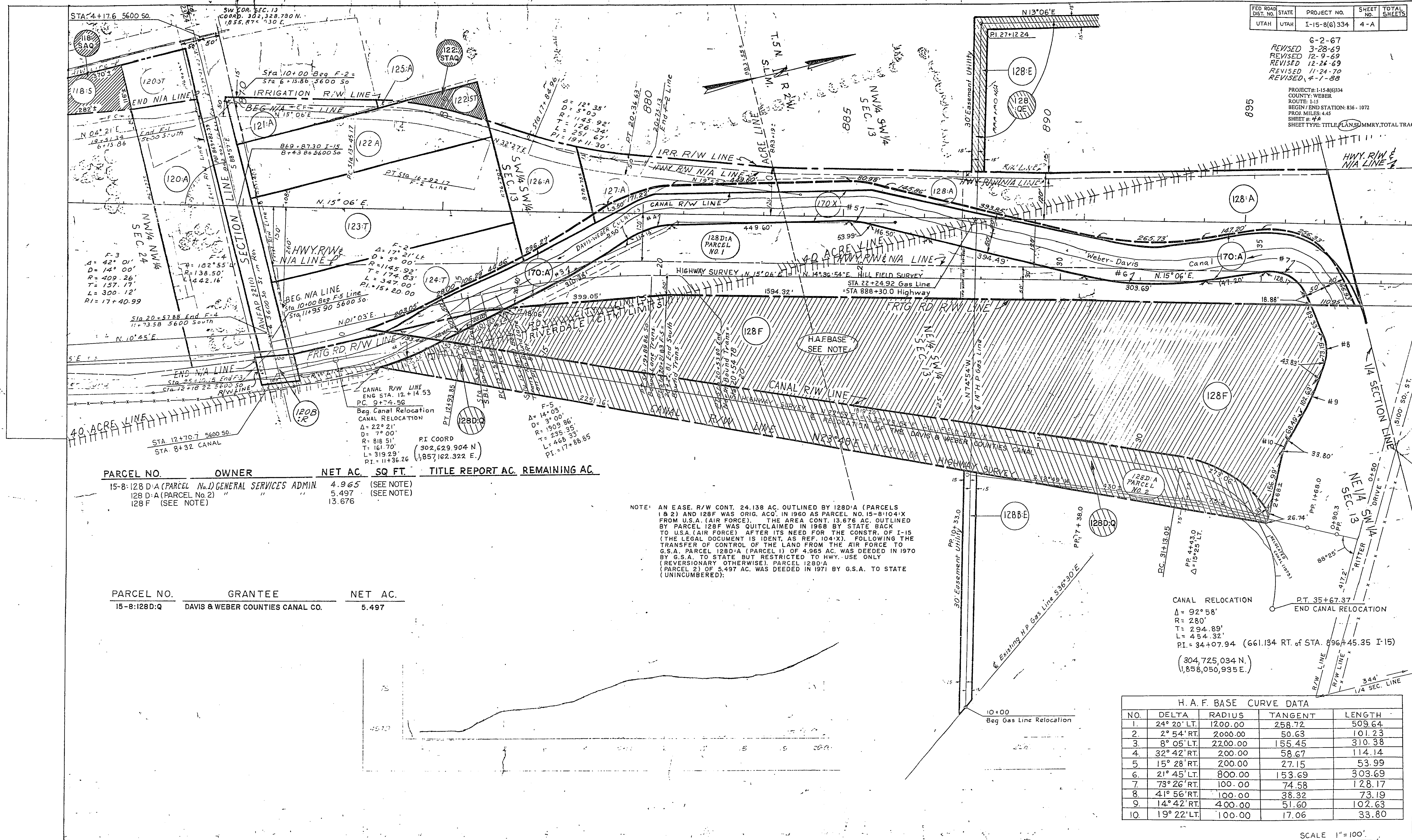
PROJECT# 1-15-8(6)334
COUNTY: WEBER
ROUTE: 145
BEGIN/END STATION: 836-1072
PROJ. MILES: 4.45
SHEET # 4
SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT

SCALE 1" = 100'

FED. ROAD DIST. NO.	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
UTAH	UTAH	I-15-8(6)334	4-A	

6-2-67
REVISED 3-28-69
REVISED 12-9-69
REVISED 12-26-69
REVISED 11-24-70
REVISED 4-1-88

PROJECT# I-15-8(6)334
COUNTY: WEBER
ROUTE: I-15
BEGIN/END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET # 4-A
SHEET TYPE: TITLE PLANS SUMMARY, TOTAL TRACT



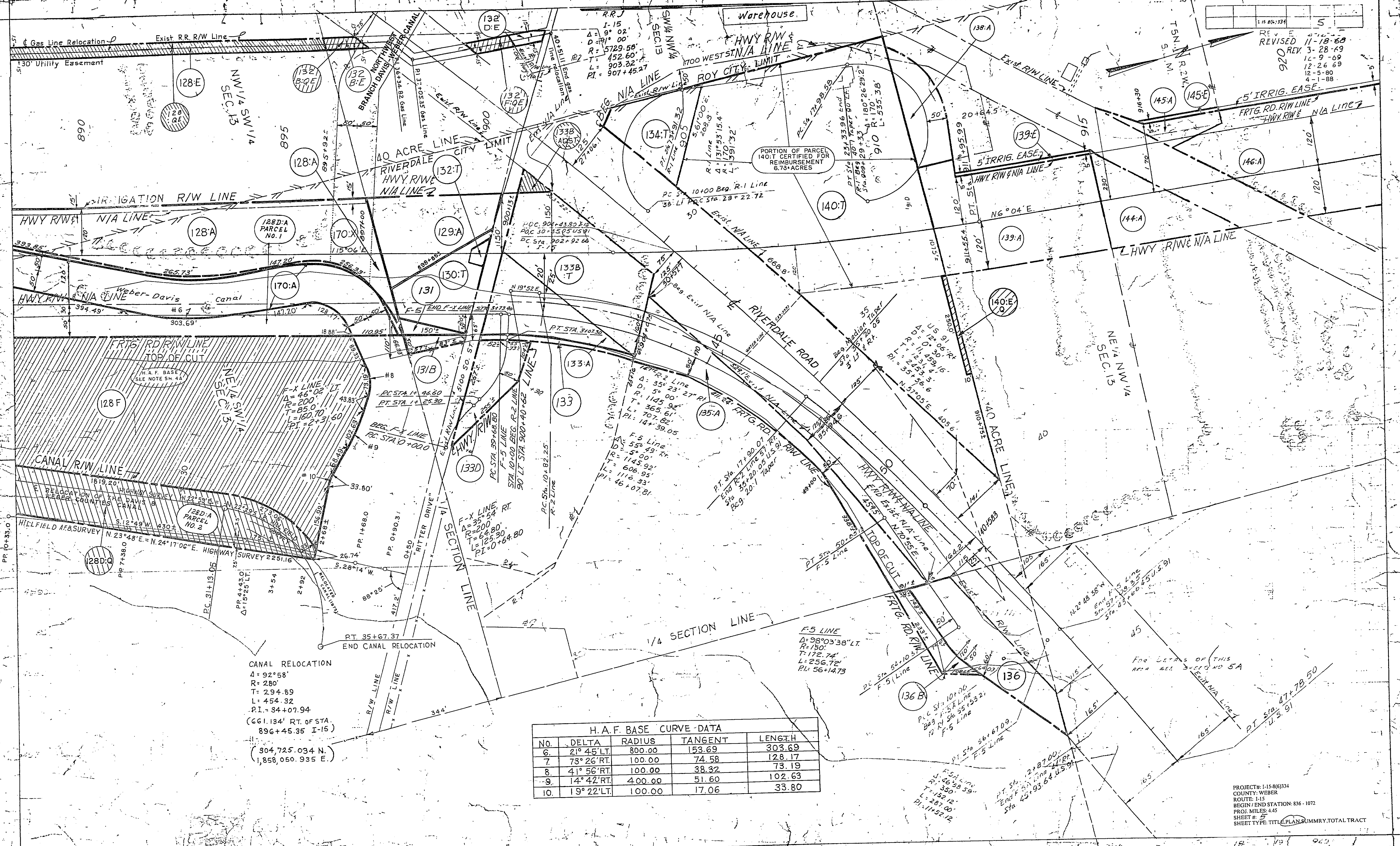
PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
15-8-128 D:A (PARCEL No.1)	GENERAL SERVICES ADMIN.	4.965	(SEE NOTE)		
128 D:A (PARCEL No.2)	"	5.497	(SEE NOTE)		
128 F (SEE NOTE)	"	13.676			

PARCEL NO.	GRANTEE	NET AC.
15-8-128D:Q	DAVIS & WEBER COUNTIES CANAL CO.	5.497

CANAL RELOCATION
 $\Delta = 92^\circ 58'$
 $R = 280'$
 $T = 294.89'$
 $L = 454.32'$
 $PI = 34+07.94$ (661.134 RT. of STA. 896+45.35 I-15)
 (304,725,034 N.)
 (1,858,050,935 E.)

H.A.F. BASE CURVE DATA				
NO.	DELTA	RADIUS	TANGENT	LENGTH
1.	24° 20' LT.	1200.00	258.72	509.64
2.	2° 54' RT.	2000.00	50.63	101.23
3.	8° 05' LT.	2200.00	155.45	310.38
4.	32° 42' RT.	200.00	58.67	114.14
5.	15° 28' RT.	200.00	27.15	53.99
6.	21° 45' LT.	800.00	153.69	303.69
7.	73° 26' RT.	100.00	74.58	128.17
8.	41° 56' RT.	100.00	38.32	73.19
9.	14° 42' RT.	400.00	51.60	102.63
10.	19° 22' LT.	100.00	17.06	33.80

SCALE 1"=100'



1	15	80	334	5
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REVISED 11-18-68
 90 REV 3-28-69
 12-9-69
 12-26-69
 12-5-80
 4-1-88

PROJECT: 1-15-8(6)334
 COUNTY: WEBER
 ROUTE: 1-15
 BEGIN/END STATION: 836 - 1072
 PROJ. MILES: 4.45
 SHEET # 5
 SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT



PARCEL NO.	GRANTEE	NET AC.
136A1Q	E GRANT GIBBY, ET UX MILLER FAMILY REAL ESTATE, L.L.C.	0.86±(JUDGEMENT) 0.419

PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
15-B 139	ROWLAND S BINGHAM, ET AL	0.002±	64	7.03	7.028±
141	HENRY DEE, ET AL	0.09±	3,950	0.23	0.14±
142	E GRANT GIBBY, ET AL	0.33±	14,440	4.2	3.87±
143	HARRISON B. CHILD, ET AL	0.02±	965	20.99	20.97±
143 E		0.02±			
143 B	ALMA L EVANS, ET AL	0.11±	4,875	1.5	1.39±
144	EZRA E BINGHAM, ET AL	0.37±	16,183	5.6	5.23±
144 E		0.11±			
144 B	GOLDEN A BINGHAM, ET AL	0.98±	42,666	4.38	3.40
145 B	FRANK D. WARNER, ET AL	0.02±	841	20.83	20.81±
143 D	DOUGLAS W. LOWELL	0.00		0.46±	0.46±
143 A	ELDEN H. KNUDSON, ET AL	0.00			
139 B	ROWLAND S BINGHAM, ET AL	0.00			

PROJECT: 113-06114
COUNTY: WEBER
ROUTE: 139
BEGIN/END STATION: 816-11072
PROJECT MILES: 4.45
SHEET: 25
SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT

SCALE: 1" = 100'

ALTA/ASCM LAND TITLE SURVEY

FOR
MILLER FAMILY REAL ESTATE, L.L.C.

BEING A PORTION OF THE NORTHEAST
QUARTER OF SECTION 13, TOWNSHIP 5
NORTH, RANGE 2 WEST, S.L.B.&M, WEBER
COUNTY, UTAH

AS SURVEYED DESCRIPTION FOR THE STATE ROAD COMMISSION PROPERTY

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF RIVERDALE, WEBER COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00°36'34" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1326.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID WEST LINE SOUTH 89°59'57" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 450.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58°29'33" WEST, ALONG THE NORTHERLY LINE OF THE CITY OF RIVERDALE PROPERTY, 175.56 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 136.85 FEET, THE RADIUS BEARS AT SAID POINT (NORTH 78°58'01" WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 63.43 FEET THROUGH A CENTRAL ANGLE OF 26°33'26" TO A POINT OF REVERSE CURVATURE CONCAVE EASTERLY AND HAVING A RADIUS OF 66.50 FEET, THE RADIUS BEARS AT SAID POINT (NORTH 74°28'33" EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 2.61 FEET THROUGH A CENTRAL ANGLE OF 02°15'05"; THENCE NORTH 54°18'26" EAST, 196.97 FEET TO THE SOUTHERLY LINE OF RIVERDALE ROAD; THENCE SOUTH 25°45'19" EAST, ALONG THE EASTERLY AND SOUTHERLY LINE OF THE STATE ROAD COMMISSION PROPERTY, 71.91 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 11,294.20 FEET, THE RADIUS BEARS AT SAID POINT (SOUTH 25°46'37" EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, COINCIDENT WITH THE SOUTHERLY LINE OF SAID STATE ROAD COMMISSION PROPERTY, 109.07 FEET THROUGH A CENTRAL ANGLE OF 00°33'12" TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°59'57" WEST, ALONG SAID SOUTH LINE, 2.71 FEET TO THE POINT OF BEGINNING.
THIS PARCEL CONTAINS 0.419 ACRES OR 18,265.03 SQUARE FEET MORE OR LESS.

AS SURVEYED DESCRIPTION FOR RIVERDALE CITY PROPERTY

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF RIVERDALE, WEBER COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00°36'34" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1326.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID WEST LINE SOUTH 89°59'57" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 450.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'57" EAST, ALONG SAID SOUTH LINE 214.86 FEET; THENCE SOUTH 00°39'26" WEST, 104.49 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 102.37 FEET THROUGH A CENTRAL ANGLE OF 48°52'41"; THENCE SOUTH 00°39'29" WEST, 67.00 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 129.39 FEET THROUGH A CENTRAL ANGLE OF 61°46'48"; THENCE NORTH 00°05'30" EAST, 44.60 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET, THE RADIUS BEARS AT SAID POINT (NORTH 89°53'48" WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'42"; THENCE NORTH 89°54'30" WEST, 218.57 FEET; THENCE SOUTH 54°18'26" WEST, 40.01 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 184.95 FEET, THE RADIUS BEARS AT SAID POINT (NORTH 76°53'47" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 60.60 FEET THROUGH A CENTRAL ANGLE OF 18°46'24"; THENCE SOUTH 31°52'37" WEST, 17.16 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 64.24 FEET, THE RADIUS BEARS AT SAID POINT (SOUTH 58°07'14" EAST); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 38.26 FEET THROUGH A CENTRAL ANGLE OF 34°07'27"; THENCE SOUTH 02°14'41" EAST, 160.69 FEET; THENCE SOUTH 89°49'30" WEST, 38.88 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 610.85 FEET, THE RADIUS BEARS AT SAID POINT (NORTH 87°25'54" WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 49.97 FEET THROUGH A CENTRAL ANGLE OF 04°41'15"; THENCE NORTH 88°49'30" EAST, 9.69 FEET; THENCE NORTH 02°14'41" WEST, 110.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 94.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 56.13 FEET THROUGH A CENTRAL ANGLE OF 34°07'27"; THENCE NORTH 31°52'37" EAST, 17.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 154.95 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 9.92 FEET THROUGH A CENTRAL ANGLE OF 03°40'06"; THENCE SOUTH 54°18'26" WEST, 45.19 FEET; THENCE SOUTH 21°07'38" WEST, 41.14 FEET; THENCE NORTH 18°24'58" EAST, 101.79 FEET; THENCE SOUTH 58°29'33" WEST, 175.56 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.454 ACRES OR 63,321.46 SQUARE FEET MORE OR LESS.

AS SURVEYED DESCRIPTION FOR ALPINE CHURCH PROPERTY

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF RIVERDALE, WEBER COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00°36'34" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1326.18 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID WEST LINE SOUTH 89°59'57" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 450.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'57" EAST, ALONG SAID SOUTH LINE 214.86 FEET; THENCE SOUTH 00°39'26" WEST, 104.49 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 105.43 FEET THROUGH A CENTRAL ANGLE OF 97°08'34"; THENCE NORTH 83°30'52" EAST, 89.64 FEET; THENCE SOUTH 06°25'16" EAST, 107.26 FEET; THENCE SOUTH 00°03'35" WEST, 3.48 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY LINE NORTH 06°25'16" WEST, 107.26 FEET; THENCE SOUTH 83°34'44" WEST, 12.10 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 102.37 FEET THROUGH A CENTRAL ANGLE OF 48°52'41"; THENCE SOUTH 00°39'29" WEST, 135.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID VALLEY SIDE SUBDIVISION; THENCE SOUTH 89°59'15" EAST, ALONG SAID NORTHERLY LINE, 120.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.291 ACRES OR 12,684.90 SQUARE FEET MORE OR LESS.

REFERENCE PROJECT: I-15-8(6)334 SHT. 05A

REV	BY	DATE	DESCRIPTION

REV	BY	DATE	DESCRIPTION

Designed By: MAB
Drawn By: mark
Checked By:
Checked By:
Account #: 266-36
Creation Date: 8/11/10

Byrd & Associates L.L.C.

Engineers & Land Surveyors

505 South Main Street

Bountiful, Utah 84010

Phone (801)-292-0400

Fax (801)-292-8216

ALTA/ASCM LAND TITLE SURVEY

FOR

MILLER FAMILY REAL ESTATE, L.L.C.

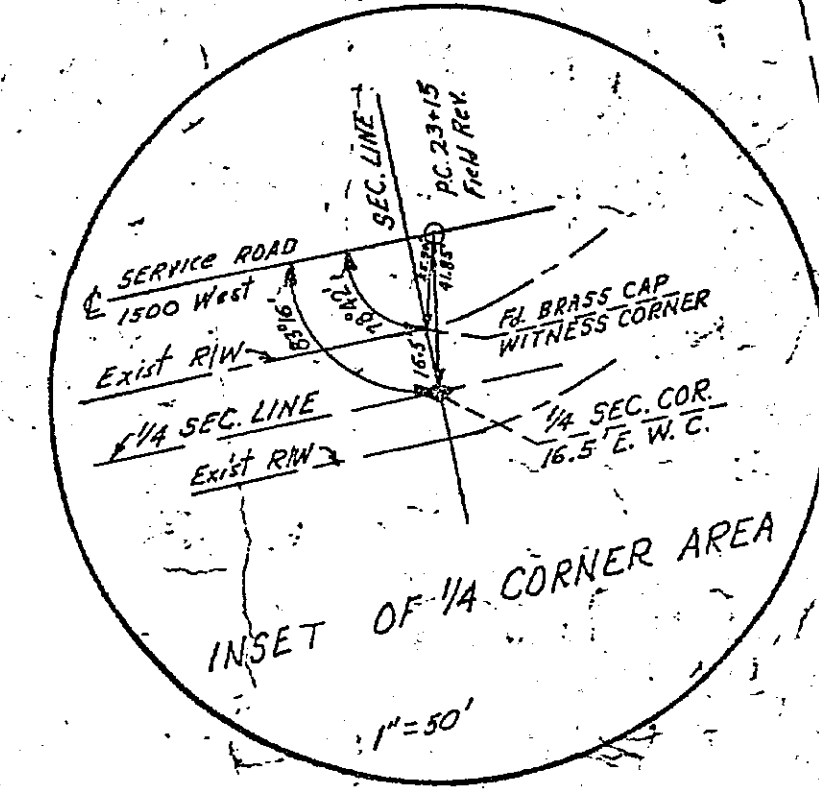
RIVERDALE

UTAH

Sheet: 3
Of: 2
DRAWING
266-36

PROJECT NO. 115-8(6)334
 COUNTY: WEBER
 ROUTE: 115
 BEGIN/END STATION: 836 - 1072
 PROJ. MILES: 4.45
 SHEET # 57
 SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT
 REVISED 8-17-66
 REVISED 5-24-67
 REVISED 3-18-74

PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
15-8-139	ROWLAND S. BINGHAM, ET AL	0.002±	64	7.03	7.028±
141	HENRY DEE, ET AL	0.09±	3,950	0.23	0.14±
142	E. GRANT GIBBY, ET AL	0.33±	14,440	4.2	3.87±
143	HARRISON B. CHILD, ET AL	0.02±	963	20.99	20.97±
143-E		0.02±			
143-B	ALMA L. ELLIS, ET AL	0.11±	4,875	1.5	1.39±
144	EZRA E. BINGHAM, ET AL	0.37±	16,163	5.6	5.23±
144-E		0.11±			
144-B	GOLDEN A. BINGHAM, ET AL	0.98±	42,666	4.38	3.40
145-B	FRANK D. WARNER, ET AL	0.02±	841	20.83	20.81±
143-D	DOUGLAS W. LOWELL	0.00		0.46±	0.40±
143-A	ELDEN H. KNUDSON, ET AL	0.00			
139B-A	ROWLAND S. BINGHAM, ET AL	0.00			



NOTE:
 PARCEL NO. 13W-AQ(3) SHOWN
 ON PROJECT NO. 114-A(4) SHEETS
 NUMBERED 485.

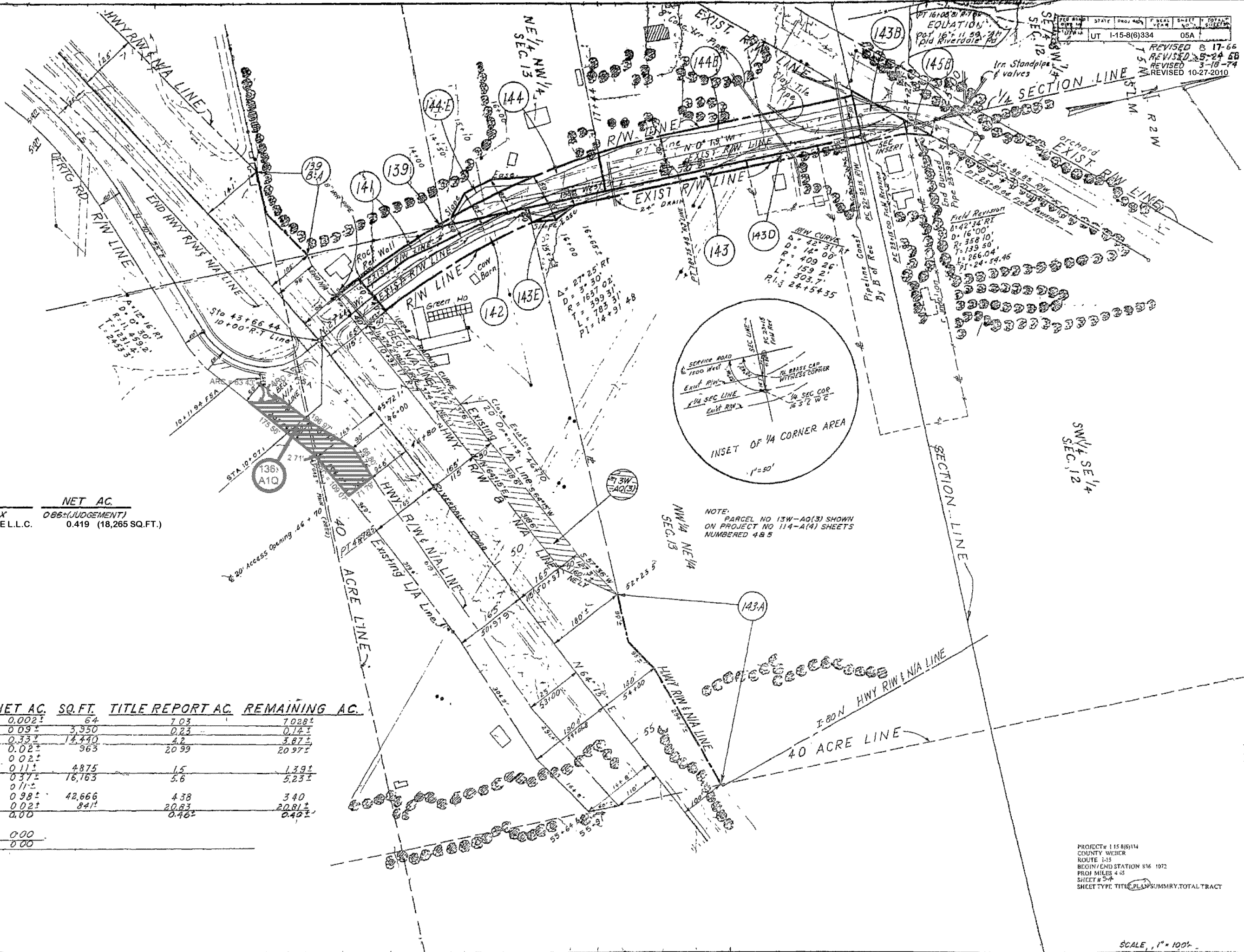
SCALE: 1" = 100'

PARCEL NO.	GRANTEE	NET AC.
T14-A 13W-AQ(3)	E GRANT GIBBY, ET UX	0.86±(JUDGEMENT)

PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
15-B 139	ROWLAND S BINGHAM, ET AL	0.002±	64	7.03	7.028±
141	HENRY DEE, ET AL	0.09±	3,950	0.23	0.14±
142	E GRANT GIBBY, ET AL	0.33±	14,440	4.2	3.87±
143	HARRISON B. CHILD, ET AL	0.02±	963	20.99	20.97±
143 E	"	0.02±	"	"	"
143 B	ALMA L. ELLIS, ET AL	0.11±	4,875	1.5	1.39±
144	EZRA E. BINGHAM, ET AL	0.37±	16,163	5.6	5.23±
144 E	"	0.11±	"	"	"
144 B	GOLDEN A. BINGHAM, ET AL	0.98±	42,666	4.38	3.40
145 B	FRANK D. WARNER, ET AL	0.02±	841±	20.83	20.81±
143 D	DOUGLAS W. LOWELL	0.00	"	0.46±	0.40±
143 A	ELDEN H. KNUDSON, ET AL	0.00	"	"	"
139 B A	ROWLAND S. BINGHAM, ET AL	0.00	"	"	"

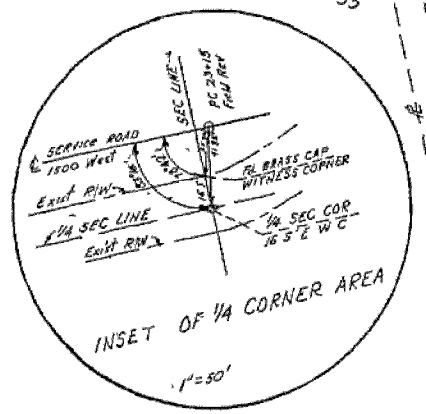
PROJECT# 1158(6)114
COUNTY WEBER
ROUTE 1-15
BEGIN/END STATION 816 1072
PROJ MILES 4.45
SHEET # 5-4
SHEET TYPE TITLE PLAN SUMMARY TOTAL TRACT

SCALE 1" = 100'



PARCEL NO.	GRANTEE	NET AC.
114-A 13W-AQ(3)	E GRANT GIBBY, ET UX	0.86±(JUDGEMENT)
136:A1Q	MILLER FAMILY REAL ESTATE L.L.C.	0.419 (18,265 SQ.FT.)

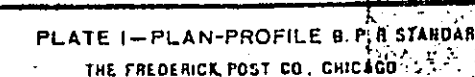
PARCEL NO.	OWNER	NET AC.	SQ.FT.	TITLE REPORT AC.	REMAINING AC.
15-B 139	ROWLAND S BINGHAM, ET AL	0.002±	64	7.03	7.028±
141	HENRY DEE, ET AL	0.09±	3,950	0.23	0.14±
142	E GRANT GIBBY, ET AL	0.33±	14,440	4.2	3.87±
143	HARRISON B. CHILD, ET AL	0.02±	963	20.99	20.97±
143 E		0.02±			
143 B	ALMA L. ELLIS, ET AL	0.11±	4,875	1.5	1.39±
144	EZRA E. BINGHAM, ET AL	0.37±	16,163	5.6	5.23±
144 E		0.11±			
144 B	GOLDEN A BINGHAM, ET AL	0.98±	42,666	4.38	3.40
145 B	FRANK D. WARNER, ET AL	0.02±	841±	20.83	20.81±
143 D	DOUGLAS W. LOWELL	0.00		0.46±	0.40±
143 A	ELDEN H. KNUDSON, ET AL	0.00			
139 B A	ROWLAND S BINGHAM, ET AL	0.00			



NOTE:
 PARCEL NO. 13W-AQ(3) SHOWN
 ON PROJECT NO. 114-A(4) SHEETS
 NUMBERED 4 & 5

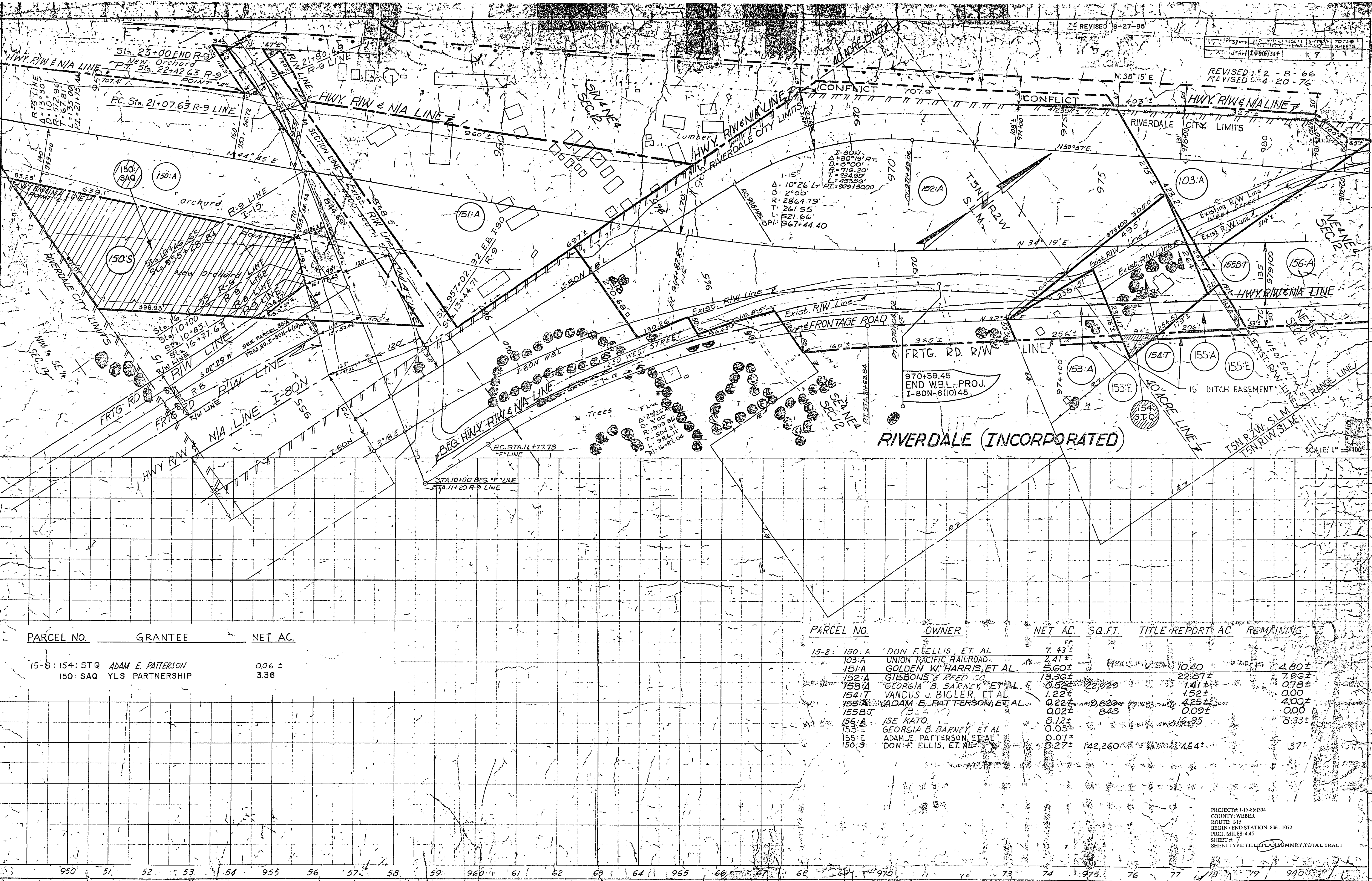
PROJECT NO. 115-8(6)334
 COUNTY WEBSTER
 ROUTE 1-15
 BEGIN/END STATION 816 1972
 PROJ. MILES 4.45
 SHEET # 54
 SHEET TYPE TITLE PLAN SUMMARY TOTAL TRACT

SCALE, 1" = 100'



PLAN	DATE
SURVEYED	
PLATTED	
NOTED	
BY	
DATE	

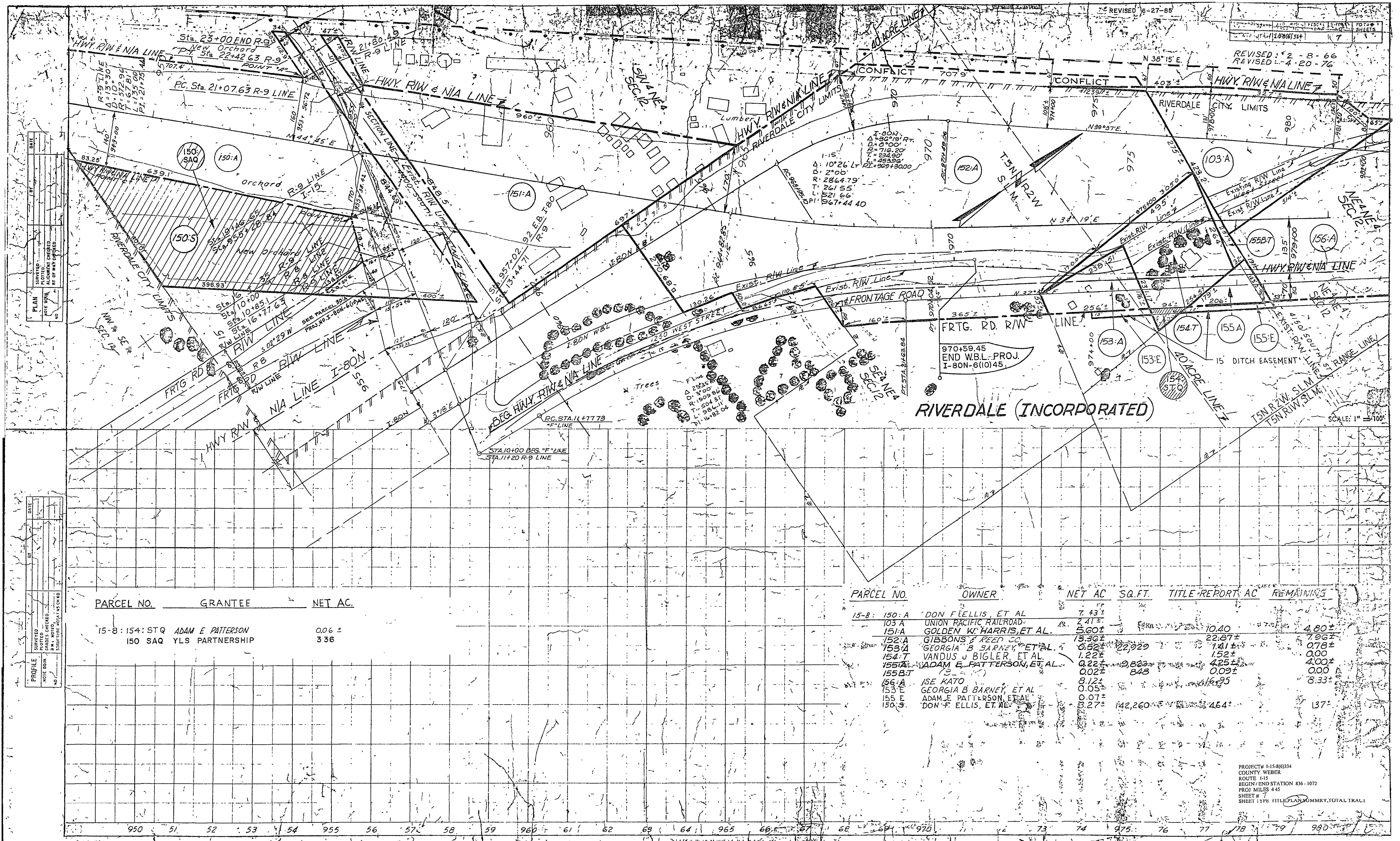
PROFILE	DATE
SURVEYED	
PLATTED	
NOTED	
BY	
DATE	



PARCEL NO.	GRANTEE	NET AC.
15-8:154:STQ	ADAM E. PATTERSON	0.06 ±
150:SAQ	YLS PARTNERSHIP	3.36

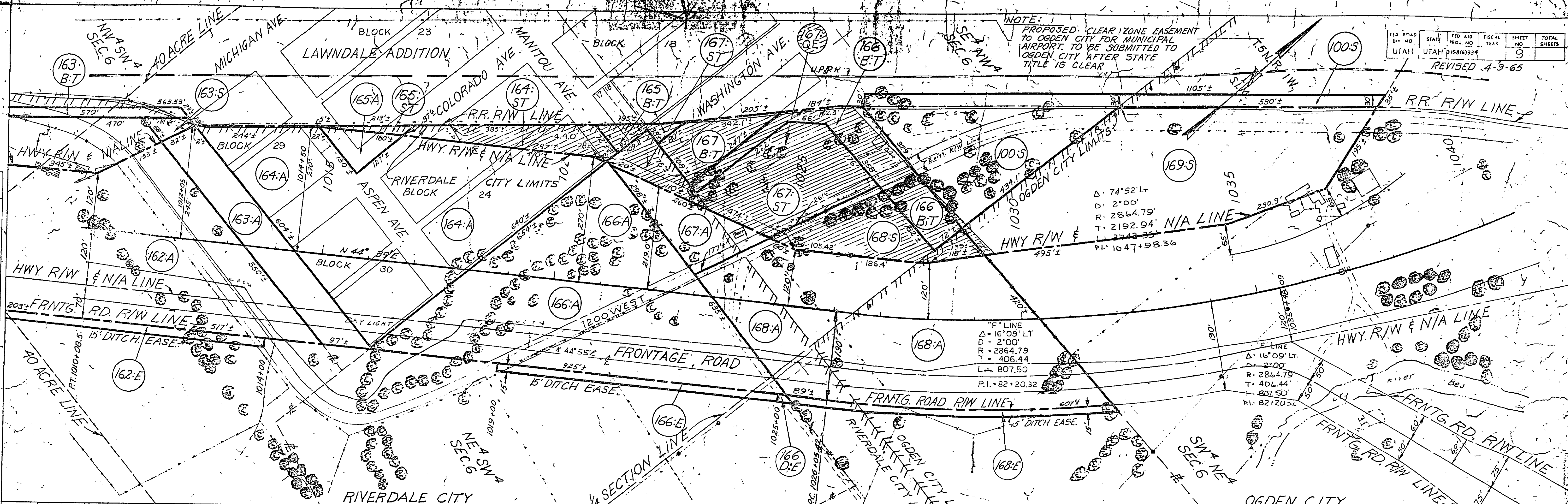
PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING
15-8:150:A	DON F. ELLIS, ET AL	7.43 ±			
103:A	UNION PACIFIC RAILROAD	2.41 ±			
151:A	GOLDEN W. HARRIS, ET AL	5.60 ±		10.40	4.80 ±
152:A	GIBBONS & REED CO	15.36 ±		22.87 ±	7.06 ±
153:A	GEORGIA B. BARNEY, ET AL	0.52 ±	22,929	1.41 ±	0.78 ±
154:T	VANDUS J. BIGLER, ET AL	1.22 ±		1.52 ±	0.00
155:A	ADAM E. PATTERSON, ET AL	0.22 ±	2,823	4.25 ±	4.00 ±
155B:T	(S)	0.02 ±	848	0.09 ±	0.00
156:A	ISE KATO	8.12 ±		16.25	8.33 ±
153:E	GEORGIA B. BARNEY, ET AL	0.05 ±			
155:E	ADAM E. PATTERSON, ET AL	0.07 ±			
150:S	DON F. ELLIS, ET AL	8.27 ±	142,260	464 ±	137 ±

PROJECT: 1-15-8(6)334
COUNTY: WEBER
ROUTE: 15
BEGIN/END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET #: 7
SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT



PLAN	DATE
SURVEYED	BY
NOTED	BY
NOTED	BY
NOTED	BY

PROFILE	DATE
SURVEYED	BY
NOTED	BY
NOTED	BY
NOTED	BY



PARCEL NO.	OWNER	NET AC	SQ. FT.	TITLE REPORT AC	REMAINING AC
15-8-162-A	GAR. A. RASMUSSEN ET AL	4.27±		33.77	29.08
162-E	"	0.20±			
163-A	HOLLEY COMPANY	1.07±			
163-S	"	0.07±	155	0.13±	0.13±
163-B-T	BLAKE J. HOLLEY, ET AL	0.20±	655	0.26±	0.06±
164-A	"	4.53±		4.99±	0.46±
164-ST	"	0.46±	19,991	0.46±	0.00
165-A	SALT LAKE & OGDEN RAILWAY	0.19±	8,255	0.25±	0.06±
165-ST	"	0.06±		0.06±	0.00
165-B-T	OGDEN CITY CORP.	0.13±	5,460	0.13±	0.00
166-A	VERN E. PARKER ET AL	4.58±		19.20	14.28±
166-E	"	0.21±			
166-B-T	BAMBERGER R.R. CO.	0.81±	35,206	0.85±	0.00
167-A	MELVIN A. GODFREY	0.51±		2.13±	1.56±
167-ST	"	1.42±		1.56±	0.00
167-B-T	UPRR	0.40±	17,280	0.40±	0.00
168-A	MINNIE CARTER	4.08±		71.94	67.79±
168-S	"	0.72±	31,461	67.79±	66.97±
100-S	UPRR	2.14±			
166D-E	VERN E. PARKER	0.01±			
168-E	MINNIE CARTER	0.26±			

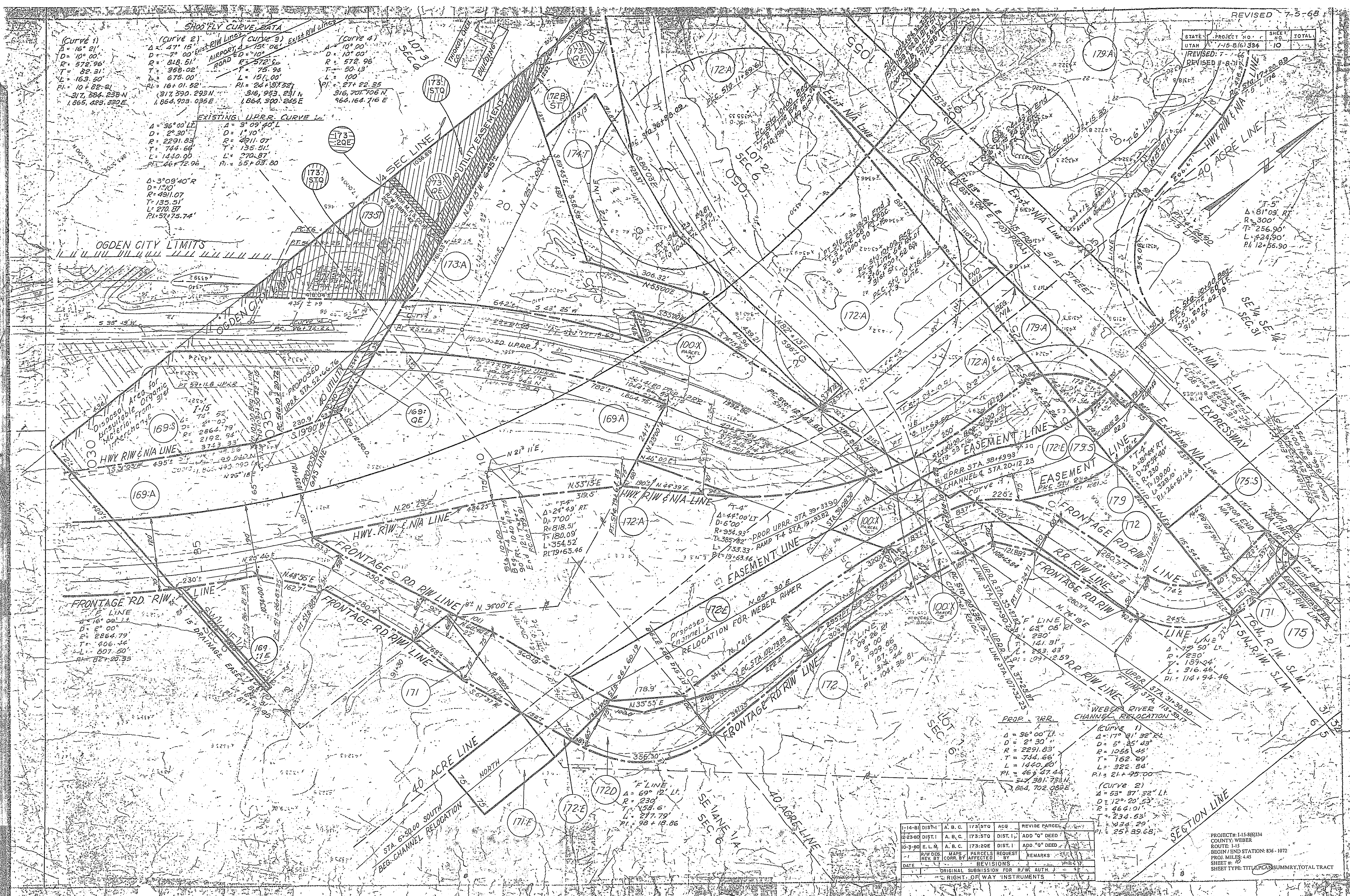
PARCEL NO.	GRANTEE	NET AC.
15-8-167-GE	OGDEN CITY CORPORATION	4.17±

NOTE: UTAH STATE ROAD COMMISSION. PARCEL 15-8-167-GE IS THAT PART OF THE 1/4 SECTION 6, T-5N, R-11W, S-6E, DESCRIBED IN THE 1964-65 EASEMENT COMMISSION.

PROJECT: 1-15-8(6)34
COUNTY: WEBER
ROUTE: 1-15
BEGIN/END STATION: 836-1072
PROJ. MILES: 4.45
SHEET #: 9
SHEET TYPE: TITLE PLAN SUMMARY, TOTAL TRACT

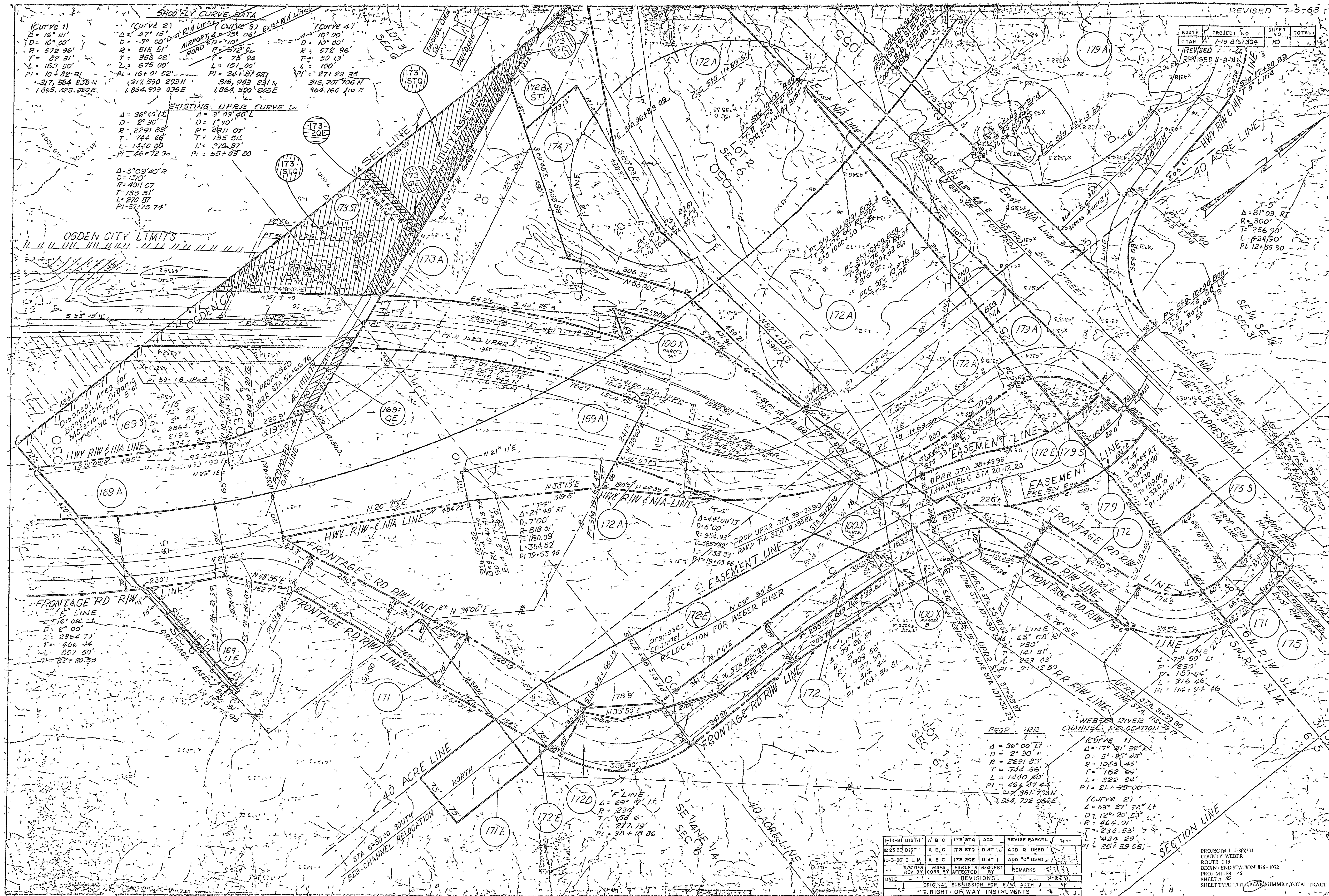
STATE	PROJECT NO.	SHEET NO.	TOTAL
UTAH	1-15-8(6) 334	10	

REVISED: 7-1-66
REVISED 11-8-71



1-14-B	DIST. 1	A. B. C.	173:STQ	ACQ	REVISE PARCEL	
2-23-60	DIST. 1	A. B. C.	173:STQ	DIST. 1	ADD "Q" DEED	
10-9-80	E. L. M.	A. B. C.	173:2QE	DIST. 1	ADD "Q" DEED	
-1	R/W DES. REV BY	MAPS CORR. BY	PARCELS AFFECTED	REQUEST	REMARKS	
DATE	REVISIONS				P-C-Y	
	ORIGINAL SUBMISSION FOR R/W AUTH.					

PROJECT #: I-15-S(6)334
COUNTY: WEBER
ROUTE: I-15
BEGIN / END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET #: 10
SHEET TYPE: TITLE, PLAN, SUMMARY, TOTAL TRACT



REVISED 7-5-68

STATE	PROJECT NO.	SHEET NO.	TOTAL
UTAH	1-15 8(6) 334	10	

REVISED 7-1-66
REVISED 11-8-71

SHOULDER CURVE DATA

CURVE 1	CURVE 2	CURVE 3	CURVE 4
$\Delta = 16^\circ 21'$ $D = 10^\circ 00'$ $R = 572.96'$ $T = 82.31'$ $L = 163.50'$ $PI = 10+82.31$ $317.584 \pm 338 N$ $1865.423 \pm 330 E$	$\Delta = 47^\circ 15'$ $D = 7^\circ 00'$ $R = 818.51'$ $T = 358.02'$ $L = 675.00'$ $PI = 16+01.52$ $317.590 \pm 293 N$ $1864.903 \pm 035 E$	$\Delta = 15^\circ 06'$ $D = 10^\circ 00'$ $R = 572.96'$ $T = 82.31'$ $L = 163.50'$ $PI = 24+57.52$ $316.953 \pm 291 N$ $1864.390 \pm 245 E$	$\Delta = 10^\circ 00'$ $D = 10^\circ 00'$ $R = 572.96'$ $T = 82.31'$ $L = 163.50'$ $PI = 27+22.35$ $316.701 \pm 06 N$ $964.164 \pm 110 E$

EXISTING UPRR CURVE

CURVE 1	CURVE 2
$\Delta = 36^\circ 00' LT$ $D = 2^\circ 30'$ $R = 2291.83'$ $T = 744.66'$ $L = 1440.00'$ $PI = 46+47.44$ $317.381 \pm 753 N$ $1864.702 \pm 082 E$	$\Delta = 3^\circ 09' 40' R$ $D = 1^\circ 10'$ $R = 4911.07'$ $T = 135.51'$ $L = 210.87'$ $PI = 55+03.80$

PROPOSED UPRR CHANNEL RELOCATION

CURVE 1	CURVE 2
$\Delta = 36^\circ 00' LT$ $D = 2^\circ 30'$ $R = 2291.83'$ $T = 744.66'$ $L = 1440.00'$ $PI = 46+47.44$ $317.381 \pm 753 N$ $1864.702 \pm 082 E$	$\Delta = 17^\circ 31' 32' E$ $D = 3^\circ 25' 43'$ $R = 1055.45'$ $T = 162.84'$ $L = 322.84'$ $PI = 21+75.00$

SECTION LINE

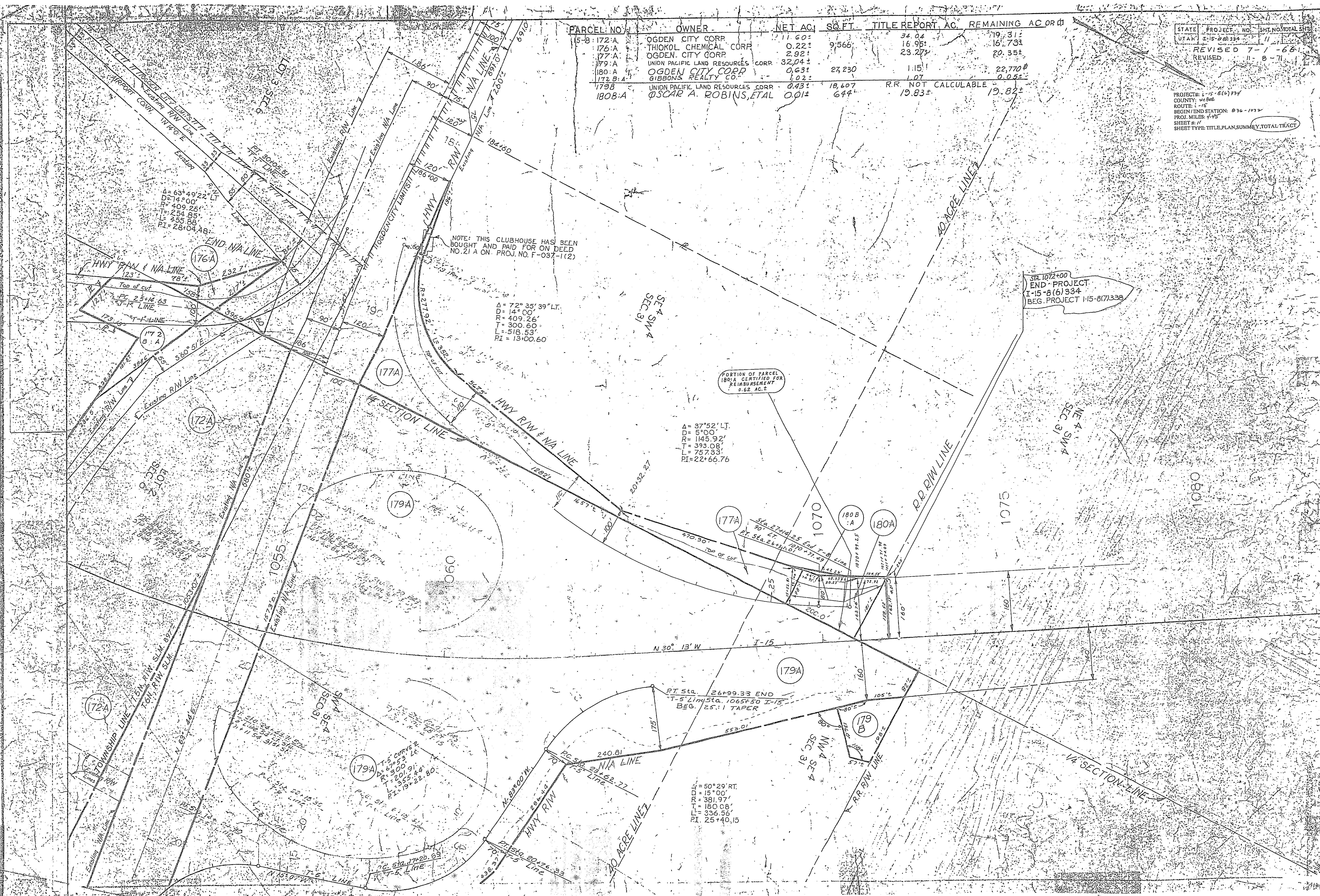
1-14-8 DIST 1	A B C	173 STQ	ACQ	REVISE PARCEL	
2-23-80 DIST 1	A B C	173 STQ	DIST 1	ADD "O" DEED	
10-3-90 E L M	A B C	173 20E	DIST 1	ADD "O" DEED	
REV BY	MAPS	PARCELS	REQUEST	REMARKS	
DATE	REV BY	MAPS	PARCELS	REQUEST	REMARKS
ORIGINAL SUBMISSION FOR R/W AUTH					
RIGHT OF WAY INSTRUMENTS					

PROJECT 115-8(6)334
COUNTY WEBER
ROUTE 115
BEGIN END STATION 816-1072
PROJ MILES 4.45
SHEET # 10
SHEET TYPE TITLE PLAN SUMMARY TOTAL TRACT

PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC OR FT.
15-B-172-A	OGDEN CITY CORP.	11.60±		34.04	19.31±
176-A	THIOL CHEMICAL CORP.	0.22±	9,566	16.95±	16.73±
177-A	OGDEN CITY CORP.	2.92±		23.27±	20.35±
179-A	UNION PACIFIC LAND RESOURCES CORP.	32.04±		1.15±	22.770±
180-A	OGDEN CITY CORP.	0.63±	27,230	1.07	0.05±
172-B-A	GIBBONS REALTY CO.	0.22±			
179-B	UNION PACIFIC LAND RESOURCES CORP.	0.73±	18,607	R.R. NOT CALCULABLE	19.82±
1808-A	OSCAR A. ROBINS, ETAL	0.01±	644		

STATE	PROJECT NO.	SHT. NO.	TOTAL SHT.
UTAH	15-B(6)334	11	11
REVISED 7-1-66			
REVISED 11-8-71			

PROJECT# 15-B(6)334
COUNTY: Weber
ROUTE: 15
BEGIN/END STATION: 836-1072
PROJ. MILES: 4.45
SHEET # 11
SHEET TYPE: TITLE, PLAN, SUMMARY, TOTAL TRACT



Δ = 37°52' LT.
D = 5°00'
R = 1145.92'
T = 393.08'
L = 757.33'
PI = 22°66.76

Δ = 72°35'39" LT.
D = 14°00'
R = 409.26'
T = 300.60'
L = 518.53'
PI = 13°00.60

Δ = 50°29' RT.
D = 15°00'
R = 381.97'
T = 180.08'
L = 336.56'
PI = 25°40.15

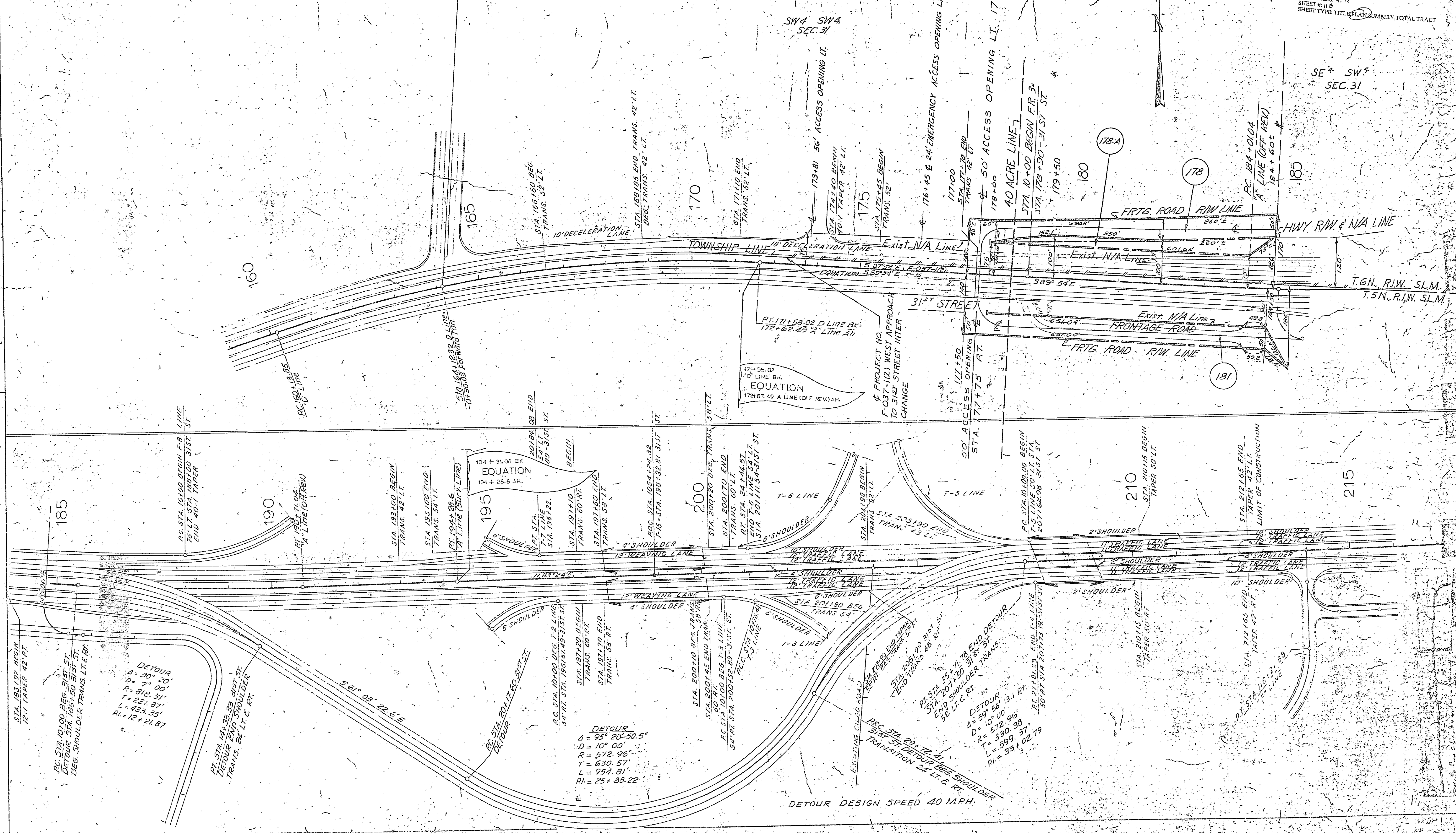
STA. 1072+00
END - PROJECT
15-B(6)334
BEG. PROJECT 15-B(7)338

TRD ROAD 10
COUNTY 10 STATE
PROJ. NO. 10 SHEET
UTAH 10 10 SHEET

UTAH UTAH I-15-B(6)334 IIB

REVISED: 7-8-69
REVISED: 1-10-75 REQUESTED BY
J. W. H.

PROJECT: I-15 B(6)334
COUNTY: wasatch
ROUTE: 1-15
BEGIN/END STATION: 8% - 107%
PROJ. MILES: 4.45
SHEET # : 11B
SHEET TYPE: TITLE PLATE SUMMARY, TOTAL TRACT

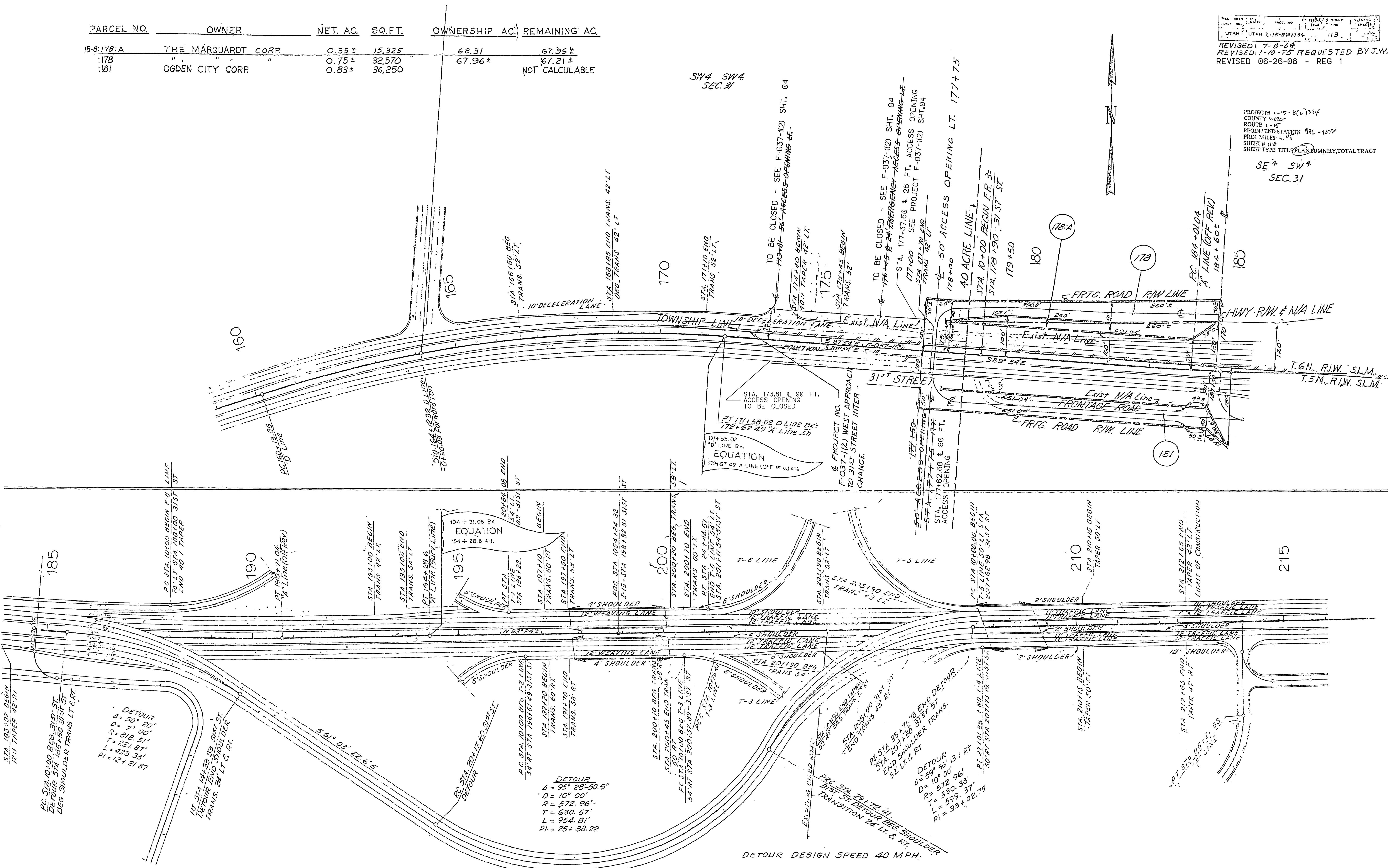


PARCEL NO.	OWNER	NET. AC.	SQ. FT.	OWNERSHIP AC.	REMAINING AC.
15-8:178:A	THE MARQUARDT CORP.	0.35 ±	15,325	68.31	67.96 ±
:178	"	0.75 ±	32,570	67.96 ±	67.21 ±
:181	OGDEN CITY CORP.	0.83 ±	36,250		NOT CALCULABLE

REVISOR: 7-8-64
 REVISOR: 1-10-75 REQUESTED BY J.W.H.
 REVISOR: 06-26-08 - REG 1

PROJECT# 15-8(1)334
 COUNTY Weber
 ROUTE 15
 BEGIN/END STATION 896-1077
 PROJ. MILES 4.45
 SHEET # 118
 SHEET TYPE TITLE PLAN SUMMARY, TOTAL TRACT

SE 1/4 SW 1/4
 SEC. 31



DETOUR DESIGN SPEED 40 MPH.

SHEET NO. A5

PARCEL NO. OWNER NET AC. SQ. FT. EXIST. R/W OWNERSHIP AC. IN DEED REMAINING AC.

15-B: 128:A	G. I. EAMES, ET AL	3.79±			15.00	10.77±
128D:A	(PARCEL NO. 1) GENERAL SERVICES ADMIN.	4.965	SEE NOTE	ON SHEET NO. 4A		
128D:A	(PARCEL NO. 2)	5.497	SEE NOTE	ON SHEET NO. 4A		
128:E	G. I. EAMES, ET AL	0.79±	34,230			
128:F	SEE NOTE ON SHEET NO. 4A	13.676				
129:A	G. I. EAMES, ET AL	1.08±			2.80	1.71±
130:T	LESLIE J. KIDMAN, ET AL	0.70±	30,650		0.70	0.00
131	ELLA TODD	0.08±	3,480		0.43	0.35±
131:B	IRMA F. TODD, ET AL	0.11±	4,875		0.35±	0.24±
132B:E	ELSA B. MICHAELS, ET AL	0.07±				
132D:E	ELSA B. MICHAELS, ET AL	0.06±				
132:T	MOUNTAIN FUEL SUPPLY CO.	0.05±	2,357		0.05	0.00
133	GLADYS M. TAYLOR	0.13±	5,775		4.51±	4.38±
133:A	GLADYS M. TAYLOR	0.61±	26,571		5.12	4.51±
133B:T	DR. PAUL F. NAISBITT, ET AL	2.00±			2.00	0.00
133D	GLADYS M. TAYLOR	0.49±	21,510		4.38	3.89
134:T	ALFRED W. ADAMS, ET AL	0.80	34,846		0.80	0.00
135:A	JAMES LEROY TULLIS, ET AL	1.07±			10.47	9.19±
136	BARBARA T. DABB, ET AL	1.11±			18.98	17.87±
136:B	BONNIE T. SIMPSON, ET AL	0.28±	12,226		17.87±	17.59±
138:A	ERNEST KELLESTRASS, ET AL	0.57±	24,701		1.27±	0.70±
139:A	ROWLAND S. BINGHAM, ET AL	2.38±			9.4	7.02
139:E	ROWLAND S. BINGHAM, ET AL	0.04±				
140:T	BURTON C. CARNAHAN, ET AL	8.70±			8.7	0.00
144:A	EZRA E. BINGHAM, ET AL	0.90±	39,218			
145:A	NOEL CRAGUN, ET AL	0.23±	10,057			
145:E	NOEL CRAGUN, ET AL	0.02±				
146:A	EZRA E. BINGHAM, ET AL	3.68±				
170:X	DAVIS & WEBER CO. CANAL CO.					
170:A	DAVIS & WEBER CO. CANAL CO.	5.676				

PARCEL NO. GRANTEE NET AC. SQ. FT.

15-B: 133B:AQST	MOUNTAIN FUEL SUPPLY CO.	0.06±	2,479
132B:QE	" " " "	0.07±	
132F:QE	" " " "	0.07±	
128:QE	" " " "	0.79±	
140:EQ	RIVERDALE CITY	0.057	

PROJECT#: I-15-8(6)334
COUNTY: WEBER
ROUTE: I-15
BEGIN/END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET #: 45
SHEET TYPE: TITLE PLANS SUMMARY TOTAL TRACT

UTAH DEPARTMENT OF TRANSPORTATION
SALT LAKE CITY, UTAH
ROADWAY DESIGN
RIGHT - OF - WAY PLAN
DAVIS COUNTY LINE TO 31 ST.
SOUTH OGDEN

REVISED: 6 - 16 - 65
" 11 - 18 - 68
" 3 - 28 - 69
" 12 - 9 - 69
" 12 - 26 - 69
" 12 - 5 - 80
" 4 - 1 - 88

DATE	REVISIONS	REMARKS
	ORIGINAL SUBMISSION FOR R/W AUTH	
	RIGHT OF WAY INSTRUMENTS	

DESIGN	CHECK	REVIEW
DRAWN	CHECK	DESIGN
QUANT	CHECK	R/W
APPROVAL	DATE	PROJ. DESIGN ENGINEER
RECOMM	DATE	PLANS & ESTIMATES ENGINEER
APPROVED	DATE	COUNTY
PROJECT NUMBER	I - 15 - 8 (6) 334	SHEET NO. <u>A5</u>

PARCEL NO.	OWNER	NET AC.	SQ. FT.	EXIST. R/W OWNERSHIP AC. IN DEED	REMAINING AC.
100:X	UNION PACIFIC LAND RESOURCES	11.30 ±		R.R. NOT CALC.	10.42 ±
15-8:169:A	LUCY I. TOOMER	0.12 ±		22.34 ±	
169:IE	LUCY I. TOOMER	3.35 ±		10.42 ±	6.69 ±
169:S	"	0.46 ±	20,177	R.R. NOT CALC.	
171:	OGDEN UNION RAILWAY & DEPOT CO.	0.83 ±		29.75 ±	25.70 ±
171:E	OGDEN UNION RAILWAY & DEPOT CO.	4.05 ±		25.70 ±	14.10 ±
172:	OGDEN CITY CORP	11.60 ±			
172:A	"				
172:B-ST	GIBBONS REALTY COMPANY	0.05 ±	2,337	0.05	0.00
172:E	OGDEN CITY CORP	4.16 ±		10.3 ±	8.34
172:D	GIBBONS & REED COMPANY	1.96 ±		8.17 ±	3.44 ±
173:A	GIBBONS & REED COMPANY	4.73 ±		3.44 ±	0.00
173:S	GIBBONS & REED COMPANY	2.84 ±		3.12 ±	0.00
174:T	GIBBONS REALTY CO.	3.12 ±			
175:	OGDEN UNION RAILWAY AND DEPOT CO.	0.43 ±	18,854	R.R. NOT CALC.	
175:S	OGDEN UNION RAILWAY AND DEPOT CO.	0.71 ±	30,916	R.R. NOT CALC.	
179	UNION PACIFIC LAND RESOURCES CORP	0.41	17,824	" " "	
179:A	UNION PACIFIC LAND RESOURCES CORP	32.04 ±		" " "	
179:S	UNION PACIFIC LAND RESOURCES CORP	1.00 ±	43,550	" " "	

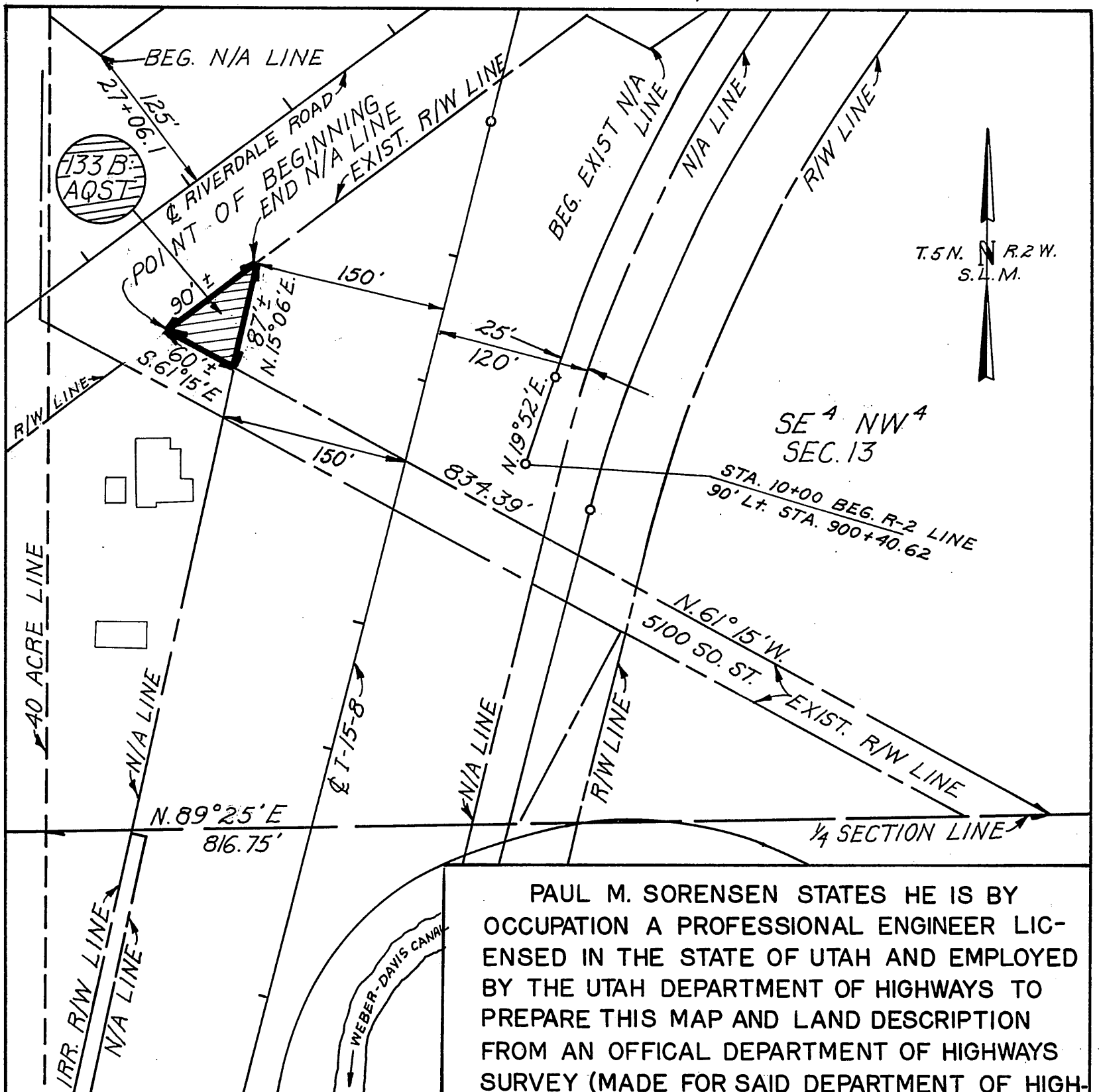
PARCEL NO.	GRANTEE	NET AC.
15-8 169:QE	MOUNTAIN FUEL SUPPLY CO.	0.22 ±
173:QE	" " "	0.67 ±
173:2QE	" " "	0.077 ±
173:STQ	THIOLKOL CORP.	2.55 ±

PROJECT#: I-15-8(6)334
COUNTY: WEBER
ROUTE: I-15
BEGIN/END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET #: A-10
SHEET TYPE: TITLE PLANS SUMMARY TOTAL TRACT

UTAH DEPARTMENT OF TRANSPORTATION		
SALT LAKE CITY, UTAH		
ROADWAY DESIGN		
RIGHT - OF - WAY PLAN		
DAVIS COUNTY LINE TO 31 SO. OGDEN		
DESIGN	CHECK	REVIEW
DRAWN	CHECK	DESIGN
QUANT.	CHECK	R/W
APPROVAL	DATE	PROJ. DESIGN ENGINEER
RECOMM.	DATE	PLANS & ESTIMATES ENGINEER
APPROVED	DATE	COUNTY
PROJECT NUMBER		SHEET NO. A-10

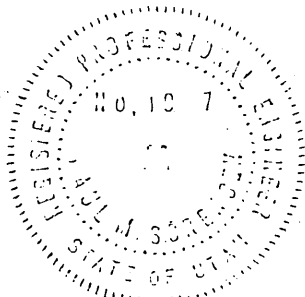
REVISED 7-1-66
7-5-68
11-8-71

1-14-61	DIST. I	A. B. C	173:STQ	ACQ.	REVISE PARCEL
12-23-60	DIST. I	A. B. C	173:STQ	DIST. I	ADD "Q" DEED
10-3-60	E. L. M.	A. B. C	173:2EQ	DIST. I	ADD "Q" DEED
R/W DES.	MAPS	PARCELS	REQUEST	REMARKS	
REV. BY	CORR. BY	AFFECTED	BY		
REVISIONS					
ORIGINAL SUBMISSION FOR R/W AUTH.					
RIGHT OF WAY INSTRUMENTS					



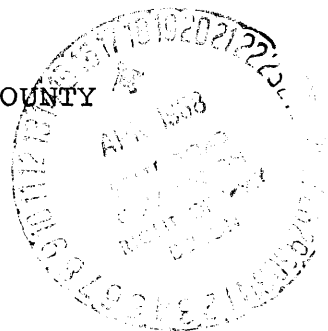
PAUL M. SORENSEN STATES HE IS BY OCCUPATION A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF UTAH AND EMPLOYED BY THE UTAH DEPARTMENT OF HIGHWAYS TO PREPARE THIS MAP AND LAND DESCRIPTION FROM AN OFFICAL DEPARTMENT OF HIGHWAYS SURVEY (MADE FOR SAID DEPARTMENT OF HIGHWAYS BY CONTINENTAL ENGINEERS INC, 9625 W. COLFAX AVENUE, DENVER, COLORADO, AND LICENSED TO PRATICE IN THE STATE OF UTAH); THAT THE WORK WAS DONE BY HIM (OR UNDER HIS SUPERVISION) AND UNDER AUTHORITY, AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS MAP.

Paul M. Sorensen
ENGINEER



IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH



STATE OF UTAH, by and through :
its ROAD COMMISSION, :
Plaintiff, : FINAL ORDER OF CONDEMNATION
. :
-v- : Civil No. 41,128
:
GORDON G. HOWES, et al. :
* * * : Project No. I-15-8(6)334
ROWLAND S. BINGHAM and : Parcel Nos. 139, 139:A, 139B:A
KATHERINE C. BINGHAM, his wife, : and 139:E
Total Payment: \$34,813.60
Defendants. :

It appearing to the court and the court now finds that heretofore, on the 8th day of December, 1966, this court made and entered its judgment in the above entitled proceeding, and said judgment is hereby referred to; and

It appearing to the court and the court now finds that pursuant to the law and the said judgment, the plaintiff did pay said judgment to the defendants, Rowland S. Bingham and Katherine C. Bingham, his wife, together with all interest required by said judgment to be paid; and

It further appearing to the court that the plaintiff has made all payments as required by law and order of this court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being given by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcels of land hereinafter described are hereby taken and condemned in fee simple title as to Parcel Nos. 139 and 139:A and for access rights as to Parcel No. 139B:A, and for easement rights as to Parcel No.

139:E, for the purpose described and set forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this final order of condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title as to Parcel Nos. 139 and 139:A, for access rights as to Parcel No. 139B:A, and for easement rights as to Parcel No. 139:E in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title as to Parcel Nos. 139 and 139:A, for access rights as to Parcel No. 139B:A, and for easement rights as to Parcel No. 139:E in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:139

A parcel of land in fee for a service road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S. L. M. The boundaries of said parcel of land are described as follows:

Beginning on the east line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ at a point 50.0 ft. radially distant westerly from the center line of said service road, which point is approximately 955 ft. south along said east line from the NE $\frac{1}{4}$ corner of said Section 13; thence Northerly 20 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the northerly boundary line of said entire tract (Note: Tangent to said curve at its point of beginning bears approximately N. 18° 32' W.); thence S. 87° 35' E. 7 ft., more or less, to said east line; thence South 18 ft., more or less, along said east line to the point of beginning. Above described parcel of land contains 0.002 acre, more or less.

Follows 1146 DT (1)

Parcel No. 15-8:139:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S. L. M. The boundaries of said parcel of land are described as follows:

Beginning at a point 120.0 ft. radially distant westerly from the center line of said project opposite Engineer Station 911+55.4, which point is approximately 1235 ft. south and 947 ft. west from the NE $\frac{1}{4}$ corner of said Section 13; thence Northerly 39.7 ft. along the arc of a 5609.58 ft. radius curve to the left to a point opposite Engineer Station 911+95.99 (Note: Tangent to said curve at its point of beginning bears N. 6° 28' E.); thence N. 06° 04' E. 297., more or less, to the northerly boundary line of said entire tract; thence S. 87° 35' E. 241 ft., more or less, to a point 120.0 ft. perpendicularly distant easterly from said center line; thence S. 06° 04' W. 310 ft., more or less, to a point of tangency with a 5849.58 ft. radius curve to the right opposite Engineer Station 911+95.99; thence Southerly 105 ft., more or less, along the arc of said curve to the south boundary line of said entire tract; thence N. 89° 35' W. 274 ft., more or less, to the west boundary line of said entire tract; thence North 90 ft., more or less, to a point N. 83° 32' W. from the point of beginning; thence S. 83° 32' E. 41 ft., more or less, to the point of beginning. Above described parcel of land contains 2.38 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

Parcel No. 15-8:139B:A

ACCESS RIGHTS for a freeway known as Project No. 15-8, over and across the southerly and southeasterly boundary lines of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S. L. B. & M. Said southerly and southeasterly boundary lines are the northerly and northwesterly right of way lines of a highway known as F.A. Project No. 114-A and is described as follows:

Beginning on said northwesterly right of way line at a point opposite Engineer Station 42+10.5, which point is approximately 71 ft. north from the SE. corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence S. 57° 05' W. 130 ft., more or less, to said northerly right of way line; thence Westerly 97 ft., more or less, along said northerly right of way line to a point 141 ft. radially distant northwesterly from the center line of said F.A. Project No. 114-A.

By reason of the property location with reference to the northerly and northwesterly side lines of said freeway known as Project No. 15-8 (formerly FA-Project No. 114-A) adjoining said southerly

and southeasterly boundary lines of said entire tract, the State Road Commission of Utah acquires all rights of access to or from said highway over and across said southerly and southeasterly boundary lines, which access here, now, and forever shall be closed to the Owners, their heirs, successors and/or assigns. Said entire tract has access to and from said highway through 1500 West Street in Riverdale which said street adjoins easterly said entire tract.

Parcel No. 15-8:139:E

An easement upon part of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S. L. B. & M. in Weber County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining westerly the following described portion of the westerly side line of said project:

Beginning at a point 120.0 ft. radially distant westerly from the center line of said project at Engineer Station 911+55.4, which point is approximately 1235 ft. south and 947 ft. west from the N $\frac{1}{4}$ corner of said Section 13; thence Northerly 39.7 ft. along the arc of a 5609.58 foot-radius curve to the left to a point opposite Engineer Station 911+95.99 (Note: Tangent to said curve at its point of beginning bears N. 06° 28' E.); thence N. 06° 04' E. 297 ft., more or less, to the northerly boundary line of said entire tract. The above described parcel of land contains 0.04 acre, more or less.

After said irrigation facility is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility and appurtenant parts thereof.

Dated this 12th day of April, 1968.

PARLEY E. NORSETH

DISTRICT JUDGE

STATE OF UTAH
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE,
DATED THIS 12 DAY OF Apr, 1968
WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2ND DIST. COURT
By [Signature] DEPUTY

This pleading was prepared in the Office of the Attorney General
of the State of Utah.

503538

No fee

FILED AND RECORDED FOR

Utah State Deputy
1968 APR 22 AM 11 27

[Signature]
CHARLES M. PICKETT

Assistant Attorney General
State Capitol
Salt Lake City, Utah 84114

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY [Signature]

Plotted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

Pt. of 1146XDT

Utah State Dept of Highways
State Office Bldg.
Rm 404
S. L. C. 84114

BOOK 853 PAGE 307

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FILED AND RECORDED FOR

State Road Commission

1967 JAN 18 AM 11 36

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

STATE OF UTAH, by and through:
its ROAD COMMISSION,

Plaintiff,

-vs-

GORDON G. HOWES, et al.,

* * * * *

ROLAND S. BINGHAM and
KATHERINE C. BINGHAM, his
wife; BENEFICIAL LIFE
INSURANCE COMPANY,

Defendants.

AMENDED ORDER
OF
IMMEDIATE OCCUPANCY

Civil No. 41128
Project No. 1-15-8(6)334
Parcel No. 139:E

Filed ☐
Recorded ☒
Compared ☐
Page ☐
Abstracted ☒
Indexed ☒

Based upon the Acknowledgement and Stipulation heretofore
filed with the court in the above entitled action and for good
cause showing;

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that
the plaintiff be, and it is hereby permitted and authorized to
occupy the premises belonging to the above-named defendants, which
premises are sought for highway purposes or concerning which premises,
easements or other rights for highway purposes are sought, all such
property easements or other rights as required by the plaintiff
herein, and the property belonging to the defendants as affected
thereby being particularly set out and described in the Second
Amended Complaint here on file in this action, and in the Second
Amended Resolution filed in this action, a copy of which is hereto
annexed, and the plaintiff is hereby permitted to take immediate
possession of said properties of said defendants as required and as
described and as set out in plaintiff's Second Amended Complaint,
and to continue the possession of the same, pending further hearing
and 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 and according to the nature thereof.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing on the issues presented, the plaintiff shall protect any private drains now crossing the proposed highway right of way, and further, that prior to destruction or removal of any fence on or along the property condemned, the plaintiff shall make adequate provisions for a fence along the highway 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 properities.

IT IS FURTHER ORDERED AND ADJUDGED that pending further hearing and trial on the issues that may be presented in this action, and subject to the conditions herein set forth, the defendants and their agents, servants and employees be, and they are hereby restrained and enjoined from hindering or in any way interfering with the plaintiff, or any of the agents, employees or contractors of the plaintiff in the occupation of the said premisses required by plaintiff, as particularly described and set forth in plaintiff's Second Amended Complaint, 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 said Second Amended Complaint.

Dated this 21st day of Dec., 1966.

PARLEY E. NORSETH

DISTRICT JUDGE

TOM G. PLATIS
Assistant Attorney General
Attorney for Plaintiff
236 State Capitol Building
Salt Lake City, Utah 84114

STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 29th DAY OF Dec 1966

WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST. COURT
BY Don J. Hyman, DEPUTY

This pleading was prepared by the Office of the Attorney General of the State of Utah.



TOM G. PLATIS
Assistant Attorney General
236 State Capitol Building
Salt Lake City, Utah 84114

Plaintiff's Address:

603 State Office Building
Salt Lake City, Utah 84114

Ref. No. 334-22A

SECOND AMENDMENT TO CONDEMNATION RESOLUTION
HIGHWAY PROJECT NO. 1-15-8(6)334
Davis County Line - 31st Street in Ogden

WHEREAS, the State Road Commission of Utah by Resolution found and declared that public interest and necessity required the acquisition, construction, and completion as a public improvement, by the State of Utah acting through the State Road Commission, of that portion of a State Highway identified as Highway Project No. 1-15-8(6)334 in the County of Weber, State of Utah; that said public improvement was planned and located in a manner most compatible with the greatest public good and the least private injury, and has been designated as a limited-access facility as provided by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended.

WHEREAS, the Attorney General of Utah was requested through a certified copy of a resolution adopted by the State Road Commission of Utah and approved by the Director of Highways for said State Road Commission on the 29th day of August 1963, to acquire in the name of the State Road Commission of Utah certain described real property or interests in real property by condemnation in accordance with the Statutes and the Constitution of Utah relating to eminent domain, and to make application in the court having jurisdiction for an order permitting the said State Road Commission to take immediate possession of the identified parcels of real property or interests therein for highway purposes, reference being made to said Resolution for descriptions of said parcels, and

WHEREAS, an amendment to said Resolution was adopted on the 26th day of November 1965, to permit the addition of a parcel of land identified as Parcel No. 15-8:139B:A and the revision of a parcel of land identified as Parcel No. 15-8:145B in said Resolution, reference being made to the First Amendment to said Condemnation Resolution Ref. No. 334-21A,

WHEREAS, it is now the desire of said State Road Commission to further amend said Resolution of the 29th day of August 1963, to permit the addition of a parcel of land identified as Parcel No. 15-8:139:E in said Resolution,

NOW, THEREFORE BE IT RESOLVED by said State Road Commission that the Attorney General of Utah be advised of this Second Amendment to said Condemnation Resolution and its contents, and

BE IT FURTHER RESOLVED by this Commission that except for said revisions and additions said Resolution of the 29th day of August 1963, remain in full force and effect.

Said parcel as added is described as follows:

HIGHWAY PROJECT NO. 1-15-8(6)334
PAGE 2

RECORDED OWNERS: Roland S. Bingham and Katherine C. Bingham
ADDRESS: 4932 South 1700 West, Riverdale, Utah
LIEN HOLDER: Beneficial Life Insurance Company
ADDRESS: Salt Lake City, Utah
Parcel No. 15-8:139:E

An easement upon part of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.B.&M. in Weber County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining westerly the following described portion of the westerly side line of said project:

Beginning at a point 120.0 ft. radially distant westerly from the center line of said project at Engineer Station 911+55.4, which point is approximately 1235 ft. south and 947 ft. west from the N $\frac{1}{4}$ corner of said Section 13; thence Northerly 39.7 ft. along the arc of a 5609.58 foot-radius curve to the left to a point opposite Engineer Station 911+95.99 (Note: Tangent to said curve at its point of beginning bears N. 06°28' E.); thence N. 06°04' E. 297 ft., more or less, to the northerly boundary line of said entire tract. The above described parcel of land contains 0.04 acre, more or less.

After said irrigation facility is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility and appurtenant parts thereof.

STATE OF UTAH
COUNTY OF WEBER)
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IN BOOK 705 OF RECORD
PAGE 375
RUTH EAMES OLSEN
COUNTY RECORDER

1154 DT
155 DT
BOOK 705 PAGE 375

State of Utah
Dept. of Engineering
State Capital
S.L.C. Utah
I-15-8(6)334
15-8:140:T

WARRANTY DEED

Burton C. Carnahan and Audray P. Carnahan ,his wife,
of Thatcher , Idaho
hereby convey(s)and warrant(s)to the STATE ROAD COMMISSION OF UTAH
for the sum of Thirty four Thousand eight hundred and no/100----- Dollars,
the following described tract(s)of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W.,
S.L.M., the boundaries of which are described as follows:

Beginning at a point on the southwesterly boundary line of said grantors
land which point is 125.0 ft. radially distant northwesterly from the center line of
survey of highway known as F. A. Project 114-A, at Engineer's Station 29+35.6, said
point being also approximately 1890.9 ft. south and approximately 1085.7 ft. west
from the North $\frac{1}{4}$ corner of said Section 13; thence Northeasterly 668.3 ft., more or
less, along the arc of a 11584.2 ft. radius curve to the right (Note: Said curve is
tangent at the point of beginning to a line bearing N. 55° 02' E.) to a point 125.0
ft. radially distant northwesterly from said center line of survey at Engineer's
Station 35+97.2; thence N. 57° 05' E. 405.6 ft., more or less, to the north boundary
line of said grantor's land; thence Westerly 1075.0 ft., more or less, along said
north boundary line to the northwest corner of said grantors land; thence Southerly
540.0 ft., more or less, along the easterly right of way line of the old highway;
thence S. 61° 00' E. 268.6 ft., more or less, along said southwesterly boundary
line to the point of beginning. The above parcel of land contains 8.70 acres, more
or less.



WITNESS, the hand(s)of said grantor(s),this 6th day of
February A. D. 19 62
Signed in the presence of:

Burton C. Carnahan
Audray P. Carnahan

STATE OF UTAH
County of Salt Lake } ss.

On the 6th day of February A. D. 19 62 personally
appeared before me Burton C. Carnahan and Audray P. Carnahan , his Wife,

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

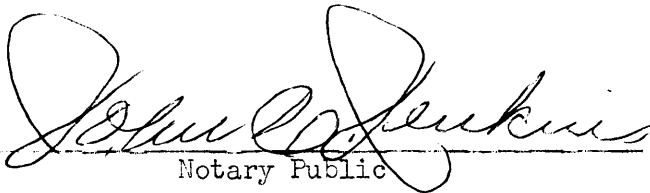
My Commission expires 5/21/65

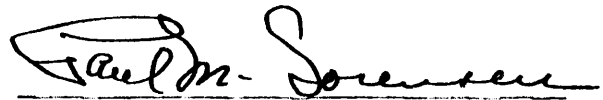
Benj. H. Andrews
Notary public

Parcel No. 15-8:140:T
Project No. I-15-8(6)334

I, Paul M. Sorensen, do hereby certify that the following is a true and correct description of the portion of Parcel No. 15-8:140:T which lies within the no access lines and is required for the construction of freeway known as Project No. I-15-8(6)334, said parcel of land is situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 13, T. 5 N., R. 2 W., S.L.M., the boundaries of which are described as follows:

Beginning at the intersection of the easterly N/A line of said project and the north boundary line of the grantors land; thence Southerly 365 feet, more or less, to the existing N/A line of Riverdale Road; thence Southeasterly 404 feet, more or less, along said existing N/A line; thence N. 61°00' W. 268.8 feet; thence North 398 feet, more or less, to the westerly N/A line of said project; thence Northerly 62 feet, more or less, along said westerly N/A line to said north boundary line; thence East 582 feet to the point of beginning. Containing 6.73 acres, more or less.


Notary Public


Paul M. Sorensen
Chief Right of Way Design Engineer

My Commission expires 10-10-65

Prepared by DMA, 12-6-63
Checked by , NKR, 12-9-63

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line -
Side _____ of Highway Parcel No. 140:T 4982 So. 1700 West, Riverdale
31st Street, Ogden

Date February 6, 1962 Burton C. Carnahan & Audray P. Carnahan, his wife Grantor s
of Thatcher, Idaho in _____ County, Utah

No. 140:T Warranty deed for a tract of land for State highway purposes

over property described in said deed Has been delivered to Anthony R. Rudelich & Benj. Andrus
NAME OF AGENT

Right of Way Agents

as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow
agent, for the undersigned grantor s, of a copy of this agreement properly executed by the District Engineer
(or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Bank of Utah, Ogden, Utah
2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THIS INSTRUMENT IS AN OPTION ONLY UNTIL APPROVED BY THE DIRECTOR OF HIGHWAYS.

7. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

Pay cash in full to the grantors for land as described in Warranty Deed No. 140:T

Also including all improvements and buildings located on said tract owned by the grantors.

Grantors agree to pay all assessments due against said property.

Less grantors pro-rated taxes for 1962 are: \$ 120.00

The State Road Commission to take possession of premises upon delivery of said payment to the grantors.

AMOUNT

Total Cash Settlement \$ 115,800.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By Anthony R. Rudelich
RIGHT OF WAY AGENT
By Benj. M. Andrus
DISTRICT ENGINEER
By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION
DATE February 21, 1962

Approved by
Road Commission February 21, 1962

Clarence J. Allred
Commission Secretary

GRANTOR _____

RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of 1

PROJECT NO. <u>I-15-8()334 Davis Co. Line</u>	Twitchell	\$ <u>114,500.00</u>
	Pre-negotiation appraisals	
PARCEL NO. <u>140-T</u>	Prestwich	\$ <u>115,800.00</u>

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:		
Right of Way <u>8.7</u>	acres at <u>\$4,000.00</u> per acre	\$ <u>34,800.00</u>
Easement _____	acres at _____ per acre	\$ _____
2. Value of improvements taken or destroyed:		
		\$ <u>81,000.00</u>
3. Damages: (Proximity, severance, etc.)		
		\$ _____
4. Moving and/or rehabilitation of buildings and appurtenances:		
		\$ _____
5. Controlled access:		
		\$ _____
	Gross Amount	\$ <u>115,800.00</u>
6. Salvage, amount		
		\$ _____
	Net Amount	\$ <u>115,800.00</u>

Explain items in detail

Settled on appraisal.

*2-19
Title Report
has been
submitted
R*

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by Bing St Andrews

Date February 6, 1962

FILED AND RECORDED FOR
Date Road Commission
1965 DEC 27 AM 11 07

466117

Platted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒
BOOK 825 PAGE 205

Description No. 15-8:141
Project No. I-15-8(6)334

WARRANTY DEED

RUTH LAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

Henry Dee and I. M. Dee, his wife

of Ogden, Weber County, State of Utah

hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH

for the sum of Eight hundred and eighty-nine and no/100

the following described tract(s) of land in

Weber

County, State of Utah, to-wit:

grantor(s)

grantee

Dollars,

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW¹/₄NE¹/₄ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the grantors land, which point is 792.4 ft. south from the N¹/₄ corner of said Section 13; thence S. 08° 54' E. 253.5 ft.; thence S. 22° 34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62° 05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW¹/₄NE¹/₄ (Note: Tangent to said curve at its point of beginning bears approximately N. 25° 21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand(s) of said grantor(s), this

25th

day of

August

A. D. 19 65

Signed in the presence of:

[Signature of Henry Dee]
[Signature of I. M. Dee]

STATE OF UTAH
County of Weber

ss.

On the 25th
appeared before me

day of

August

A. D. 1965 personally

Henry Dee and I. M. Dee, his wife

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires July 30, 1966

[Signature of Notary Public]
Notary public

Prepared by LLJ, 4/10/63

8A-101

a

RIGHT OF ENTRY AGREEMENT

Project No. I-15-8(6)334

Parcel No. 141

The undersigned hereby grant__ to the State Road Commission 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.

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the grantors land, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08° 54' E. 253.5 ft.; thence S. 22° 34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62° 05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25° 21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

State Road Commission agrees to pay interest at the rate of 6% from the date of execution of this instrument.

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 State Road Commission 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.

Witness:

Henry Dee
x Lola Dee
Grantor

STATE OF UTAH)
 ss.
County of)

On the 29th day of August, A. D. 1963 personally appeared before me Henry Dee & Lola Dee the signers of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires: July 30, 1966 J. John Francis
Notary Public

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF WEBER, STATE OF UTAH

1-15-8(6)334
141

MERCHANTS CREDIT BUREAU, : S A T I S F A C T I O N
Plaintiff, : O F
-vs- : J U D G M E N T
HENRY DEE, :
: Civil No. AB 216
Defendants, :

Comes now plaintiff Merchants Credit Bureau, by and through
Stanley L. Fryer, Manager thereof, and in con-
sideration of the payment to him of \$306.30, receipt of which is
hereby acknowledged, authorizes the clerk of the above entitled court to enter
as fully paid, discharged and satisfied that certain judgment entered against
the above defendants in the above entitled court.

Dated this 7th day of December, A. D., 1965.

MERCHANTS CREDIT BUREAU, Plaintiff

By: Stanley L. Fryer

STATE OF UTAH)
County of Weber) ss

On this 7th day of December, A. D., 1965, personally
appeared before me one Stanley L. Fryer, personally known to me to be
Manager of Merchants Credit Bureau, a Utah corporation,
who duly acknowledged to me that he executed the foregoing Satisfaction of Judgment
on behalf of said corporation.

[Signature]
NOTARY PUBLIC

Residing at Ogden, Weber County,
Utah

My commission expires 8-11-68

(S E A L)

IN THE CITY COURT OF OGDEN CITY, WEBER COUNTY, STATE OF UTAH

MERCHANTS CREDIT BUREAU, : S A T I S F A C T I O N
Plaintiff, : O F
-vs- : J U D G M E N T
HENRY DEE, :
 :
 : Civil No. 31612
Defendants, :

Comes now plaintiff Merchants Credit Bureau, by and through
Stanley L. Fryer, Manager thereof, and in con-
sideration of the payment to him of \$306.30, receipt of which is
hereby acknowledged, authorizes the clerk of the above entitled court to enter
as fully paid, discharged and satisfied that certain judgment entered against
the above defendants in the above entitled court.

Dated this 7th day of December, A. D., 1965.

MERCHANTS CREDIT BUREAU, Plaintiff

By: Stanley L. Fryer

STATE OF UTAH)
County of Weber) ss

On this 7th day of December, A. D., 1965, personally
appeared before me one Stanley L. Fryer, personally known to me to be
Manager of Merchants Credit Bureau, a Utah corporation,
who duly acknowledged to me that he executed the foregoing Satisfaction of Judgment
on behalf of said corporation.

[Signature]
NOTARY PUBLIC

Residing at Ogden, Weber County,
Utah

My commission expires 8-11-68

(S E A L)

1966 JAN 3 AM 10:30

PARTIAL SATISFACTION OF JUDGMENT

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William J. Olson*

Parcel No. 15-8:141:L
Project No. 1-15-8(6)334

76

Know all men by these presents, that Whitehead Wholesale Elec. for and in consideration of the sum of Twenty-seven and no/100ths----- (\$ 27.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge the premises hereinafter particularly described from the lien of a certain judgment executed by Henry Dee & Iola Dee, his wife to Whitehead Wholesale Elec., dated , 19 , recorded 8/21/60 , 1960 , in Book , on Page , of the records of Weber County, State of Utah.

Said premises are situated in County of Weber, State of Utah, and particularly described as follows:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the mortgaged property, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08°54' E. 253.5 ft.; thence S. 22°34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62°05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25°21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

It is hereby expressly understood that this release shall not affect or impair the security of said judgment upon any portion of any premises, except the premises herein described.

IN WITNESS WHEREOF, the said has caused this instrument to be executed by its proper officers thereunto duly authorized, this day of , A.D. 19 .

Whitehead Wholesale Elec.
W. B. Etterburn
Sec - Treas.

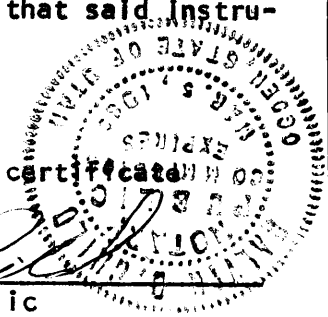
STATE OF *Utah*
COUNTY OF *Weber* : ss.

On this *17th* day of *December*, A.D. 1965, personally appeared before me, who, being by me duly sworn sa that he of , a corporation, and that said instrument was signed in behalf of said corporation by authority of and the said acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal the day and year in this first above written.

My Commission expires: *3-4-67*

Paul A. [Signature]
Notary Public



Follows 1140 DT (2)

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Captioned ☒ Page

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State Road Commission

BOOK

825

PAGE 604

1966 JAN 3 AM 10:30

PARTIAL RELEASE OF MORTGAGE

76

ROTH LAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Lillian J. Peterson*

Parcel No. 15-8:141:L1

Project No. 1-15-8(6)334

Know all men by these presents, that Cora Beddeson for and in consideration of the sum of Ten and no/100ths (\$ 10.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge the premises hereinafter particularly described from the lien of a certain mortgage executed by Henry Dee & Iola Dee, his wife to Cora Beddeson , dated 5/29/56 19 , recorded 12/12/ , 1963 , in Book 760 , on Page 642 , of the records of Weber County, State of Utah.

Said premises are situated in County of Weber, State of Utah, and particularly described as follows:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the mortgaged property, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08°54' E. 253.5 ft.; thence S. 22°34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62°05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25°21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

It is hereby expressly understood that this release shall not affect or impair the security of said mortgage upon any portion of any premises, except the premises herein described.

WITNESS the hand of the mortgagee , this day of A.D. 19 .

Signed in the presence of:

x Cora Beddeson

STATE OF ~~UTAH~~ *California*

COUNTY OF ~~San Francisco~~ *San Francisco*

On the 1st day of December, A.D. 1965, personally appeared before me Cora Beddeson, the signer of the within instrument who duly acknowledged to me that he executed the same.

My Commission expires:

June 27-1967

John A. Landau
Notary Public

JOHN A. LANDAU
NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY
OF SAN FRANCISCO, STATE OF CALIFORNIA
MY COMMISSION EXPIRES JUNE 23, 1967



RW Special

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Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

State Road Commission
1966 JAN 3 AM 10:30

BOOK 825 PAGE 605

PARTIAL SATISFACTION OF JUDGMENT

RUTH LAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY: *William K. Wilson*

Parcel No. 15-8:141:L2
Project No. 1-15-8(6)334

Know all men by these presents, that Credit Bureau of Ogden for and in consideration of the sum of Ten and no/100ths----- (\$ 10.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge the premises hereinafter particularly described from the lien of a certain judgment executed by Henry Dee & Iola Dee, his wife to Credit Bureau of Ogden, dated , 19 , recorded 1/16/ , 1961, in Book , on Page , of the records of Weber County, State of Utah.

Said premises are situated in County of Weber, State of Utah, and particularly described as follows:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R.2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the mortgaged property, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08°54' E. 253.5 ft.; thence S. 22°34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62°05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25°21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

It is hereby expressly understood that this release shall not affect or impair the security of said judgment upon any portion of any premises, except the premises herein described.

IN WITNESS WHEREOF, the said has caused this instrument to be executed by its proper officers thereunto duly authorized, this 23rd day of November , A.D. 1965 .

CREDIT BUREAU OF OGDEN, a corporation.

E. M. Woolley

STATE OF Utah,)
: ss.
COUNTY OF Weber,)

On this 23rd day of November , A.D. 1965, personally appeared before me, E.M. Woolley, who, being by me duly sworn sa that he an officer of Credit Bureau of Ogden, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said E. M. Woolley 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: May 28, 1967

Samuel J. Parker
Notary Public
residing at Ogden, Utah.

RW Special

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BOOK 825 PAGE 606

1966 JAN 3 AM 10:30

PARTIAL SATISFACTION OF JUDGMENT

RUTH EAMES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY *William J. Peterson*

Parcel No. 15-8:141:L 3
 Project No. 1-15-8(6)334

Know all men by these presents, that Ketchum Builders for and in consideration of the sum of *Forty Two Thousand* (\$ 42,000) and for other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge the premises hereinafter particularly described from the lien of a certain judgment executed by Henry Dee to Ketchum Builders, dated , 19 , recorded 10/8/ , 1961, in Book , on Page , of the records of Weber County, State of Utah.

Said premises are situated in County of Weber, State of Utah, and particularly described as follows:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the mortgaged property, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08°54' E. 253.5 ft.; thence S. 22°34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62°05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25°21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

It is hereby expressly understood that this release shall not affect or impair the security of said judgment upon any portion of any premises, except the premises herein described.

IN WITNESS WHEREOF, the said has caused this instrument to be executed by its proper officers thereunto duly authorized, this day of , A.D. 19 .

Ketchum Builders Supply Co.
W. J. Peterson

STATE OF *Utah*)
 COUNTY OF *Weber*) ss.

On this *7th* day of *December*, A.D. 19*65*, personally appeared before me, who, being by me duly sworn sa that he of , a corporation, and that said instrument was signed in behalf of said corporation by authority of and the said 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: *3-4-69*

Notary Public

RW Special

1140 D T (2)

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

5835
90-1-1

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line - 31st St. Ogden
 _____ Westerly _____ Side _____ of Highway Parcel No. 141 Corner of Riverdale Road & 1500 West

Date 8 - 25 - 1965 Henry Dee & Iola Dee (his wife) Grantor S
 of 5100 South, 1500 West, Ogden, Weber County, Utah

No. 141 Warranty deed for a tract of land for State highway purposes
 TYPE OF INSTRUMENT
 over property described in said deed has been delivered to F. John Francis,
 NAME OF AGENT

Right of Way Agent TITLE _____, as escrow agent, with instructions to deliver said deed to
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantors _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
 4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
 6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the grantors for the following:

Land as described in Warranty Deed # 141
 Improvements

7. Grantors agree to pay all taxes assessed against the property.
 8. State Road Commission agrees to convey land as described in Quit Claim Deed # 13W:AQ(4) to the grantors. This tract of land is known as parcel # 13W:AQ(4) on project F.A.P. 114-A. It is mutually agreed by the parties hereto that the above parcel is valued at \$160.00 which amount is hereby deducted from this settlement.

*Parcel #13WAQ(4) Project F.A.P. 114-A was appraised for \$160.00

AMOUNT

\$1,265.00

- 160.00

APPROVAL OF CONSTRUCTION ITEMS:

By [Signature]
 DISTRICT ENGINEER

Total Cash Settlement \$ 1,105.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By [Signature]
 RIGHT OF WAY AGENT

By [Signature]
 ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by [Signature] 1965
 Road Commission

[Signature]
 RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature]
[Signature]

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of 1

PROJECT NO. I-15-8(6)334 Davis Co. line - 31st. St. W. B. Prestwich \$ 1,265.00
PARCEL NO. 141 Pre-negotiation appraisals
Review: Milt Twitchell \$ 1,265.00

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 3,950 sq. ft. ~~acres~~ at 0.225¢ sq. ft. ~~per acre~~ \$ 889.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ 376.00

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. ~~Salvage amount~~ Less value of surplus tract traded to Mr. Dee \$ 160.00
in Quit Claim Deed #13W:AQ(4) of Project F.A.P. 114AA

Net Amount \$ 1,105.00

Explain items in detail _____

Grantors settled on the approved appraisal price.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

John Francis

Date 8 - 30 - 1965

721292527

forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this final order of condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:142

A parcel of land in fee for a service road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the NW. corner of said entire tract, which point is 752.4 ft. S. 0°16' E. from the N $\frac{1}{4}$ corner of said Section 13; thence S. 0°16' E. 40 ft.; thence S. 8°54' E. 253.5 feet; thence S. 22°34' E. 112.25 ft.; thence Northeasterly 67 feet; more or less, along the arc of an 11,624.2 ft. radius curve to the right to a point 40.0 ft. radially distant northeasterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately N. 62°05' E.); thence Northwesterly 380 ft., more or less along the arc of a 1597.02 ft. radius curve to the right to the north line of said entire tract (Note: Tangent to said curve at its point of beginning bears approximately N. 25°13' W.); thence S. 89°35' W. 36 ft., more or less, to the point of beginning.

The above described parcel of land contains 0.49 acre, more or less, of which 0.16 acre, more or less, is now occupied by 1500 West Street. Balance 0.33 acre, more or less.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that defendants E. Grant Gibby and Blanche S. Gibby, husband and wife, and as joint tenants with full right of survivorship, be, and they are hereby

awarded and determined to be the owners of all of the right, title and interest of the State of Utah in and to that certain tract of land located in Weber County, State of Utah, and more particularly described as follows, to-wit:

Parcel 114-A:13W:AQ(3)

A parcel of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 5 North, Range 2 West, Salt Lake Base & Meridian, the boundaries of which parcel are described as follows:

Beginning on the existing northwesterly right of way line of Riverdale Road, known as F.A. Project 114-A, at a point approximately 180 feet perpendicularly distant northwesterly from the center line of said Riverdale Road at Engineers Station 52+23.5, which point is approximately 752 feet south and 866.7 feet east from the north quarter corner of said Section 13; thence along the southeasterly boundary line of defendants' existing property approximately S. 57°36' W. a distance of 127.3 feet to a point 165.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 50+97.1; thence along the southeasterly boundary line of defendants' existing property approximately S. 64°15' W. a distance of 318.6 feet to a point of tangency with an 11,624.2 foot radius curve to the left; thence southwesterly along the southeasterly boundary line of defendants' existing property and along the arc of said curve a distance of 376.11 feet to a point 165.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 44+07.73, said point also being 40.0 feet radially distant northeasterly from the center line of a service road for a freeway known as Project No. 15-8; thence southeasterly 50 feet along the arc of a 1597.02 foot radius curve to the left to a point 115.0 feet radially distant northwesterly from said center line of Riverdale Road (Note: tangent to said curve at its point of beginning bears S.25°07'13" E.); thence northeasterly 374.5 feet, more or less, along the arc of an 11,574.2 foot radius curve to the right to a point 115.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 47+78.5 (Note: The said 11,574.2 foot radius curve is concentric with and parallel to the aforementioned curve of 11,624.2 foot radius.); thence approximately N. 64°15' E. 318.6 feet to a point 115.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 50+97.1; thence Northeasterly 160 feet, more or less, to the point of beginning, containing 0.86 acre, more or less.

The above described parcel of land is granted without access to or from the adjoining Riverdale Road over and across the southeasterly boundary line of the above described parcel of land.

Dated this 12th day of April, 1974.

STATE OF UTAH
COUNTY OF WEBER } ss:

THIS IS A TRUE COPY
OF THE ORIGINAL FILED IN THE
CLERK'S OFFICE

12 April 1974

BY Julia R. Rie CLERK

John F. Walquist
DISTRICT JUDGE

RIGHT OF ENTRY AGREEMENT

Project No. I-15-8(6)334

Parcel No. 142

The undersigned hereby grant__ to the State Road Commission 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.

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the NW. corner of the grantors land, which point is 752.4 ft. S. 0° 16' E. from the N $\frac{1}{4}$ corner of said Section 13; thence S. 00° 16' E. 40 ft.; thence S. 8° 54' E. 253.5 ft.; thence S. 22° 34' E. 112.25 ft.; thence Northeasterly 67 ft., more or less, along the arc of a 11624.2 ft. radius curve to the right to a point 40.0 ft. radially distant northeasterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately N. 62° 05' E.); thence Northwesterly 380 ft., more or less, along the arc of a 1597.02 ft. radius curve to the right to the north line of said grantors land (Note: Tangent to said curve at its point of beginning bears approximately N. 25° 13' W.); thence S. 89° 35' W. 36 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.49 acre, more or less, of which 0.16 acre, more or less, is now occupied by the existing highway. Balance 0.33 acre, more or less.

State Road Commission agrees to pay interest at the rate of 6% per annum from the date of execution of this instrument until settlement is reached.

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 State Road Commission 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.

Witness:

STATE OF UTAH)

ss.

County of)

E. Grant Gibby
X Blanche S. Gibby
Grantor

On the 25th day of September, A. D. 1963, personally appeared before me E. Grant Gibby & Blanche S. Gibby the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: July 30, 1966

J. John Francis
Notary Public

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

- - - - -

STATE OF UTAH, by and through	:	
its ROAD COMMISSION,	:	
	:	
Plaintiff,	:	AMENDED JUDGMENT
	:	NUNC-PRO-TUNC
-v-	:	Civil No. 43,347
	:	Project No. I-15-8(6)334
G. I. EAMES, et al.	:	Parcel Nos. 142,
* * *	:	114-A:13W:AQ(3)
E. GRANT GIBBY and BLANCHE	:	
S. GIBBY, BANK OF UTAH	:	
	:	
Defendants	:	
	:	

- - - - -

Upon Motion of Leland D. Ford, Assistant Attorney General and pursuant to Stipulation between counsel for the respective parties, and good cause appearing therefore,

IT IS ORDERED that the Judgment heretofore entered in the above entitled matter be and the same is hereby ordered amended in that the legal description of Parcel #15-8:142:A be deleted and that the following description be substituted for the unnumbered parcel on Page 2 thereof (which description is designated as Parcel Number 114-A:13W:AQ(3)), as follows:

Parcel No. 114-A:13W:AQ(3)

A parcel of land situated in the NW¹/₄NE¹/₄ of Section 13, Township 5 North, Range 2 West, Salt Lake Base & Meridian, the boundaries of which parcel are described as follows:

Beginning on the existing northwesterly right of way line of Riverdale Road, known as F. A. Project 114-A, at a point approximately 180 feet perpendicularly distant northwesterly from the center line of said Riverdale Road at Engineers Station 52+23.5, which point is approximately 752 feet south and 866.7 feet east from the north quarter corner of said Section 13; thence along the southeasterly boundary line of defendants' existing property approximately S. 57°36' W. a distance of 127.3 feet to a point 165.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 50+97.1; thence along the southeasterly boundary line of defend-

ants' existing property approximately S. 64°15' W. a distance of 318.6 feet to a point of tangency with a 11,624.2 foot radius curve to the left; thence southwesterly along the southeasterly boundary line of defendants' existing property and along the arc of said curve a distance of 376.11 feet to a point 165.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 44+07.73, said point also being 40.0 feet radially distant northeasterly from the center line of a service road for a freeway known as Project No. 15-8; thence southeasterly 50 feet along the arc of a 1597.02 foot radius curve to the left to a point 115.0 feet radially distant northwesterly from said center line of Riverdale Road (Note: tangent to said curve at its point of beginning bears S. 25°07'13" E.); thence northeasterly 374.5 feet, more or less, along the arc of an 11,574.2 foot radius curve to the right to a point 115.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 47+78.5 (Note: The said 11,574.2 foot radius curve is concentric with and parallel to the aforementioned curve of 11,624.2 foot radius.); thence approximately N. 64°15' E. 318.6 feet to a point 115.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 50+97.1; thence Northeasterly 160 feet, more or less, to the point of beginning, containing 0.86 acre, more or less.

The above described parcel of land is granted without access to or from the adjoining Riverdale Road over and across the southeasterly boundary line of the above described parcel of land.

IT IS FURTHER ORDERED that the remainder of the Judgment remain in effect.

Dated this 12th day of April, 1974.

St. John F. Wahlquist
DISTRICT JUDGE

STATE OF UTAH
COUNTY OF WYOMING

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ABOVE AND FILED IN MY OFFICE
THIS 12 DAY OF April 1974
JANET L. HARRIS, COUNTY CLERK &
CLERK OF DISTRICT COURT
BY Janet Harris DEPUTY

RECORDED FOR

BOOK 927 PAGE 632

3 APR 11 23

YES OR SEN

Y RECORDER

STATE OF UTAH

FINAL ORDER OF CONDEMNATION

Civil No. 48214

Project No. I-15-8 (6) 334

Parcel No. 143:A

Total Payment \$162.08

Defendants.

It appearing to the court and the court now finds

that pursuant to the law and the said judgment, the plaintiff did pay said judgment to the defendants Elden H. Knudson and Arleen M. Knudson, together with all interest required by said judgment to be paid; and

It further appearing to the court that the plaintiff has made all payments as required by law and order of this court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being given by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcel of land hereinafter described is hereby taken and condemned in fee simple title, for the purpose described and set forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

THIS INSTRUMENT CHECKED WITH

JUDGMENT ☒
STIPULATIONS ☒
RESOLUTIONS ☒
MAPS ☒

DATE 10-1-69

BY E. L. M.

AGREES YES ☒ NO ☒

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this final order of condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:143:A

An acquisition of direct access rights to Riverdale Road, incident to the construction of a highway known as Project 1-15-8, from the landowners real property, over and across a portion of the southerly and southwesterly boundary line of said entire tract of real property, which said boundary line is also the northerly and northwesterly right of way line of said Riverdale Road. Said portion of the boundary line is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.B.&M. and is more particularly described as follows:

Beginning on said northerly right of way line at a point opposite Engineer Station 52+23.5, which point is S. 0°16' E. 752.40 ft. and N. 89°35' E. 866.7 ft. from the N $\frac{1}{4}$ corner of said Section 13; thence Easterly 90 ft., more or less, along said southerly boundary line to a point S. 57°36'W. from a point 140.0 ft. perpendicularly distant northwesterly from the center line of said Project No. 114-A at Engineer Station 54+00; thence N. 57°36' E. 93 ft., more or less, to said point opposite Engineer Station 54+00; thence N. 72°03' E. 294.7 ft., more or less, to the east line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ at a point 100.0 ft. perpendicularly distant northwesterly from said center line.

Dated this 2nd day of October, 1969.

Charles J. Cowley
DISTRICT JUDGE

STATE OF UTAH
COUNTY OF WEBER

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 2nd DAY OF October, 1969
WENDEE HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF DIST. COURT
BY Wendee Hansen DEPUTY

BOUNDARY LINE BETWEEN 15-8:143-A & 15-8:143-B

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

STATE OF UTAH, by and through :
its ROAD COMMISSION,

Plaintiff, :

JUDGMENT ON STIPULATION

-v-

:

Civil No. 48214

ELDEN H. KNUDSON and ARLEEN M. :
KNUDSON, his wife,

Project No. I-15-8(6)334

Parcel No. 143:A

Defendants. :

Having read the pleadings in the above-entitled action,
together with the Stipulation for Judgment heretofore entered
into by the State Road Commission, plaintiff herein, and Elden
H. Knudson and Arleen M. Knudson, his wife, defendants herein,
by and through their attorney, Paul T. Kunz, being fully advised
in the premises, and good cause appearing therefor,

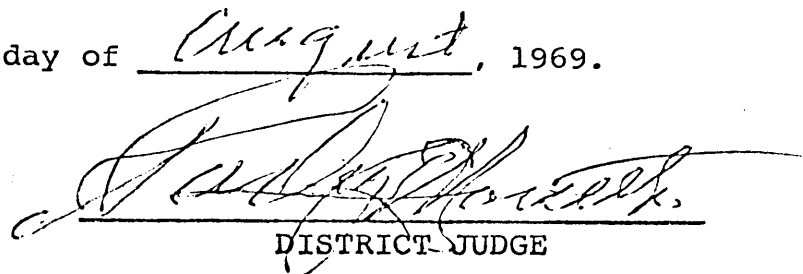
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The defendants, Elden H. Knudson and Arleen M.
Knudson, his wife, have and they are hereby awarded and decreed,
judgment against the plaintiff in the sum of \$150, less the sum
of \$25 heretofore paid defendants, or an unpaid balance of \$125,
together with interest at the rate of eight percent per annum
from July 8, 1968, the date of the Order of Occupancy herein
until paid, in full payment and settlement of property being
acquired by the plaintiff, more particularly described in the
complaint of the plaintiff here on file as Parcel No. 143:A.

AUG 21 2 20 PM '68
WENDELL
FILED BY *Carley*
ENTRY NO. 13894

2. On payment of the aforesaid judgment, and the filing of a satisfaction of judgment by the defendants, the court shall make and enter its final order of condemnation of direct access rights to Riverdale Road more fully described in the complaint on file herein.

Dated this 21 day of August, 1969.


DISTRICT JUDGE

STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 21 DAY OF Aug 1969

WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST. COURT
BY Nancy Cady DEPUTY

1194 R/W Instruments Section
Rm 404 State Office Bldg.
JLC 84114

BOOK 894 PAGE 240 76

IN THE DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH



STATE OF UTAH, by and through
its ROAD COMMISSION,

Plaintiff,

-VS-

ELDEN H. KNUDSEN and ARLEEN M.
KNUDSEN, his wife,

Defendants.

ORDER OF

IMMEDIATE OCCUPANCY

Civil No. 48214

Project No. 1-15-8(6)334
Parcel No. 143: A

The plaintiff's motion for an order of immediate occupancy having come on regularly for hearing before the above-entitled court on the 8 day of July, 1968, at the hour of 10 A m., and it having been shown to the satisfaction of said court that notice of such motion has been given to the defendants above named in the manner prescribed by law; and the court having heard the evidence offered by the plaintiff in support of such motion and having determined 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 premises is necessary and proper.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the plaintiff be, and is hereby permitted and authorized to occupy the premises belonging to the defendants above named, which premises are sought for highway purposes or concerning which premises, easements or other rights for highway purposes are sought, all such property easements

or other rights as required by the plaintiff herein, and the property belonging to the defendants as affected thereby being particularly set out and described in the complaint on file in this action, and in the condemnation resolution filed in this action, a copy of which is hereto annexed, and the plaintiff is hereby permitted to take immediate possession of said properties of said defendants as required and as described and as set out in the plaintiff's complaint and to continue the possession of the same pending further hearing and 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 and according to the nature thereof.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing on the issues presented, the plaintiff shall protect any private drains now crossing the proposed highway right of way, and further, 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 highway 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 AND ADJUDGED that pending further hearing and trial on the issues that may be presented in this action, and subject to the conditions herein set forth, the defendants and their agents, servants and employees be and they are hereby restrained and enjoined from hindering or interfering with plaintiff or any of the agents, employees, or contractors of the plaintiff in the occupation of said premises required by plaintiff, as particularly described and set forth in plaintiff's complaint, or in the doing of such work thereon as may be required for the purposes for which it is sought to condemn the said property, as set forth in said complaint.

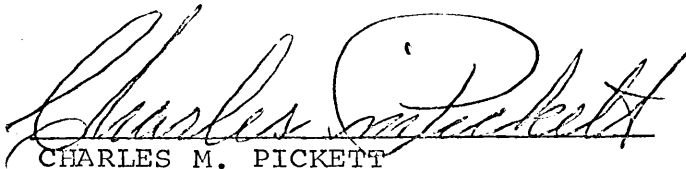
This order shall not be effective until the plaintiff herein has deposited with the clerk of the court, for the use and benefit of the defendant parties in interest herein, a sum equal to 75 per cent of the approved appraisal of the defendants' property to be acquired in this action.

IT IS FURTHER ORDERED that on receipt of said moneys, the clerk of this court is ordered to remit the same to the appropriate defendants in the percentage and ratio to which they are entitled.

Dated this 8 day of July, 1968.

JOHN F. WAHLQUIST
DISTRICT JUDGE

This pleading was prepared by the Office of the Attorney General of the State of Utah.


CHARLES M. PICKETT

Assistant Attorney General
Attorney for Plaintiff
236 State Capitol Building
Salt Lake City, Utah 84114

STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.

DATED THIS 8 DAY OF July, 1968

WENDELL HANSEN, COUNTY CLERK &

EX OFFICIO CLERK OF 2nd DIST. COURT

BY  DEPUTY



CO*334*143:A

HIGHWAY PROJECT NO. 1-15-8(6)334
PAGE 2

RECORDED OWNERS: Elden H. Knudsen and Arleen M. Knudsen, his wife

ADDRESS: 602 North Street, Ogden, Utah

LIEN HOLDERS: None

Parcel No. 15-8:143:A

Approved Appraisal \$25.00

Amount to be tendered landowner at time

Order of Immediate Occupancy is granted \$25.00

An acquisition of direct access rights to Riverdale Road, incident to the construction of a highway known as Project 1-15-8, from the landowners real property, over and across a portion of the southerly and southwesterly boundary line of said entire tract of real property, which said boundary line is also the northerly and northwesterly right of way line of said Riverdale Road. Said portion of the boundary line is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.B.&M. and is more particularly described as follows:

Beginning on said northerly right of way line at a point opposite Engineer Station 52+23.5, which point is S. 0°16' E. 752.40 ft. and N. 89°35' E. 866.7 ft. from the N $\frac{1}{4}$ corner of said Section 13; thence Easterly 90 ft., more or less, along said southerly boundary line to a point S. 57°36' W. from a point 140.0 ft. perpendicularly distant northwesterly from the center line of said Project No. 114-A at Engineer Station 54+00; thence N. 57°36' E. 93 ft., more or less, to said point opposite Engineer Station 54+00; thence N. 72°03' E. 294.7 ft., more or less, to the east line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ at a point 100.0 ft. perpendicularly distant northwesterly from said center line.

Platted	☐	Indexed	☒
Recorded	☒	Abstracted	☒
Compared	☐	Page	☒

507467

Prepared by ELM, 5-23-68

FILED AND RECORDED FOR

State Road Commission

1968 JUL 17 AM 11 24

RUTH EAMES OLSEN

WEBER COUNTY RECORDER

DEPUTY

COUNTY OF WEBER
FILED AND RECORDED FOR
State Road Comm.
Oct 19 10 50 AM '64

436816

BOOK 787 PAGE 487

Form 1-64
Filed ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

Parcel No. 15-8:143B
Project No. I-15-8(6)334

BOOK DE RECORDS

BOTH EAMES OLSEN
COUNTY RECORDER

WARRANTY DEED

Alma L. Ellis and Mabel C. Ellis, his wife

grantor(s)

of Riverdale, Weber County, State of Utah
hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH

grantee

for the sum of Two hundred and forty and no/100

Dollars,

the following described tract(s) of land in

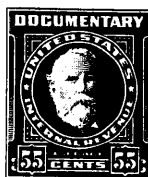
Weber

County, State of Utah, to-wit:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, all in T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the S $\frac{1}{4}$ corner of said Section 12; thence South 6 rods; thence East 1 rod, more or less, to the existing right of way line of 1500 West Street; thence North 6 rods along said right of way line to the north line of said Section 13; thence Northerly 99 ft., more or less, along a straight line to the northerly boundary line of the grantors land at a point 45.0 ft. radially distant southeasterly from the center line of said service road; thence West 38 ft., more or less, along said northerly boundary line to the southeasterly right of way line of a state road; thence Southwesterly 135 ft., more or less, along said southeasterly right of way line to the south line of said Section 12; thence East 110 ft., more or less, along said south line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.22 acre, more or less, of which 0.11 acre, more or less, is now occupied by the existing highway. Balance 0.11 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand(s) of said grantor(s), this

15th

day of

September A. D. 19 64

Signed in the presence of:

Alma L. Ellis
Mabel C. Ellis

STATE OF UTAH

County of Weber

ss.

On the 15th

day of

September

A. D. 19 64 personally

appeared before me

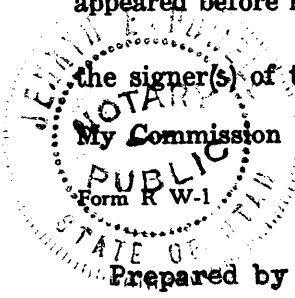
Alma L. Ellis and Mabel C. Ellis, his wife

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires

3/24/68

Notary public



Prepared by JLB, 4/8/63

8A-97,98,101

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 Prestwich \$ 240.00 appv.
Pre-negotiation appraisals
 PARCEL NO. 143B \$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
 Right of Way 0.11 acres at 2,150.00 per acre \$ 240.00
 Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~Damages: (Proximity, severance, etc.)~~ Interest \$ 14.32

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 254.32

Explain items in detail

Settlement was made on the approved appraisal plus 6% per annum from
 Sept. 18, 1963 to Sept. 15, 1964.

I hereby certify that I have no present nor anticipated future interest in
 the within parcel.

Signed by *John E. Churro*Date *7/15/64*

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. <u>I-15-8(6)334 Weber Co. Line - 31st St.</u>
Side _____ of Highway	Parcel No. <u>143B</u> abt. <u>4800 SO. & 1500 West Riverdale</u>	

Date Sept. 15, 1964 Alma L. Ellis & Mabel C. Ellis, his wife Grantor S
 of 4804 South 1500 West, Riverdale, Utah

No. 143B Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Jenkyn E. Powell & Anthony R. Rudelich

NAME OF AGENT

Right of Way Agent & Chief Negotiator, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

TITLE

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:
 (A)

AMOUNT

Pay cash in full to the grantors for the following:
 Land as described in Warranty Deed No. 143B

Interest at 6% per annum from Sept. 18, 1963 to Sept. 15, 1964.

7. Grantors agree to pay all taxes assessed against the property.

\$240.00
14.32

APPROVAL OF CONSTRUCTION ITEMS:

By: *[Signature]*
 DISTRICT ENGINEER

Total Cash Settlement \$ 254.32

mfo. IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By: *[Signature]*
 RIGHT OF WAY AGENT
 By: *[Signature]*
 ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by OCT - 2 1964
 Road Commission

[Signature]
 Acting Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

FILED AND RECORDED FOR
State Road Commission
1963 DEC 20 AM 10 08

416572
no fee

BOOK 761 PAGE 442
S. L. C.

State Office Bldg
S. L. C.

ARTHUR EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY

WARRANTY DEED

Description No. 15-8:144
Project No. I-15-8(6)334

Ezra E. Bingham and Helen Bingham, his wife
aka Helen P. Bingham
Riverdale, Weber County, State of Utah
hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH
for the sum of Eight hundred sixty-five and no/100 Dollars,
the following described tract(s) of land in Weber County, State of Utah, to-wit:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the NE. corner of the grantors land, which point is approximately 572 ft. south of the N $\frac{1}{4}$ corner of said Section 13; thence N. 87° 30' W. 86 ft., more or less, to a point 50.0 ft. radially distant westerly from the center line of said service road; thence Southerly 381 ft., more or less, along the arc of a 1687.02 ft. radius curve to the left to the southerly boundary line of said grantors land (Note: Tangent to said curve at its point of beginning bears approximately S. 4° 44' E.); thence S. 87° 35' E. 7 ft., more or less, to the east line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 00° 16' E. 370 ft. to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.47 acre, more or less, of which 0.10 acre, more or less, is now occupied by the existing highway. Balance 0.37 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand(s) of said grantor(s), this 5th day of August A. D. 19 63

Signed in the presence of:

Ezra E. Bingham
Helen P. Bingham

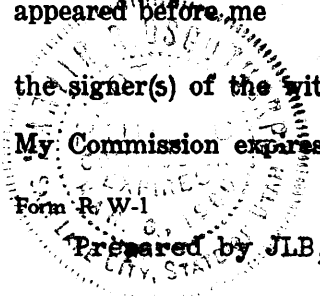
STATE OF UTAH } ss.
County of Weber

On the 5th day of August A. D. 1963 personally appeared before me Ezra E. Bingham and Helen P. Bingham, his wife

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires 3-6-66

Merrin F. Guthrie
Notary public



Prepared by JLB, 4/9/63

8A-102

PARCEL 1: A tract of land for highway known as Project No. 15-8 situated in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows: (15-8:148:AL)

Beginning at the NE. corner of the mortgaged property, which point is approximately 1996 ft. north from the S $\frac{1}{4}$ corner of said Section 12; thence S. 0°40' W. 440 ft., more or less, to a point 140.0 ft. radially distant southeasterly from the center line of said project; thence Southwesterly 274 ft., more or less, along the arc of a 2724.79 ft. radius curve to the left to a point opposite Engineer Station 939+00 (Note: Tangent to said curve at its point of beginning bears approximately S. 38°08' W.); thence S. 31°22' W. 382.1 ft.; thence Southwesterly 540 ft., more or less, along the arc of a 2744.79 ft. radius curve to the left to the westerly boundary line of said mortgaged property (Note: Tangent to said curve at its point of beginning bears S. 24°22' W.); thence N. 0°11' E. 813 ft., more or less, to the northwesterly boundary line of said mortgaged property; thence N. 37°02' W. 869.54 ft.; thence East 2.05 ft. to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 6.20 acres, more or less.

PARCEL 2: A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows: (15-8:146:AL)

Beginning on the north boundary line of the mortgaged property at a point 220.0 ft. perpendicularly distant westerly from the center line of said project, which point is approximately 1715 ft. east and 33 ft. south from the NW. corner of said Section 13; thence Southeasterly 57 ft., more or less, to a point 170.0 ft. perpendicularly distant westerly from said center line at Engineer Station 923+25; thence S. 6°04' W. 502 ft., more or less, to said south boundary line; thence East 30 ft., more or less, to a westerly boundary line of said mortgaged property; thence S. 8°14' E. 137.6 ft. to the northwesterly right of way line of a State Highway; thence N. 41°51' E. 372 ft., more or less, along said northwesterly right of way line to a point 120.0 ft. perpendicularly distant easterly from said center line; thence N. 6°04' E. 400 ft., more or less, to the north boundary line of said mortgaged property; thence West 339 ft., more or less, along said north line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 3.68 acres, more or less.

PARCEL 3: A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. Said tract of land is bounded on the easterly side by a line parallel to and 120.0 ft. distant easterly from the center line of said project and bounded westerly from said easterly side line by the northwesterly and southerly boundary lines of the mortgaged property. Said center line is described as follows: (15-8:144:AL)

Beginning at the intersection of said southerly boundary line and said center line approximately at Engineer Station 915+00, which point is approximately 796 ft. west and 418 ft. north from the SE. corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 6°04' E. 162 ft., more or less, to the intersection of said center line approximately at Engineer Station 916+62 and said northwesterly boundary line as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described tract of land contains 0.90 acre, more or less.

PARCEL 4: A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows: (15-8:144;L)

Beginning at the NE. corner of the mortgaged property, which point is approximately 572 ft. south of the N $\frac{1}{4}$ corner of said Section 13; thence N. 87° 30' W. 86 ft. more or less, to a point 50.0 ft. radially distant westerly from the center line of said service road; thence Southerly 381 ft., more or less, along the arc of a 1687.02 ft. radius curve to the left to the southerly boundary line of said mortgaged property (Note: Tangent to said curve at its point of beginning bears approximately S. 4° 44' E.); thence S. 87° 35' E. 7 ft., more or less, to the east line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 00° 16' E. 370 ft. to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.47 acre, more or less, of which 0.10 acre, more or less, is now occupied by the existing highway. Balance 0.37 acre, more or less.

TOGETHER WITH an easement for right of way for highway over, along and across the following:

NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., in Weber County, Utah, and adjoining the westerly side of the right of way for a service road incident to the construction of highway known as Project No. 1-15-8(6)334, for the purpose of constructing and maintaining thereon cut and/or fill slopes and necessary drainage ditches and appurtenant parts thereof, incident to the grading of the roadway on said service road.

A strip of land bounded by the highway right of way line on one side and bounded by straight lines on the other side. These straight lines shall run from point opposite the following Engineer Stations and shall establish the following widths, respectively:

<u>ENGINEER STATION</u>	<u>WIDTH</u>
14+00	0.0 ft.
14+50	35.0 ft.
15+10	35.0 ft.
16+00	0.0 ft.

The above described premises are shown on the official map of said project on file in the office of the State Road Commission of Utah and contain 0.11 acre, more or less.

It is further agreed that the grantee shall have the right to construct any necessary fences along either side line of the above described strip of land, and the grantor shall have the right to lessen but not to increase the vertical distance or grade of said slopes.

416693

7574

BOOK 761 PAGE 547

5.77

STATE OF UTAH
COUNTY OF WEBER

FILED AND RECORDED FOR

DEC 23 9 47 AM '63

IN BOOK 761 OF RECORDS

PAGE 547-549

RUTH PAULSEN

RECORDED

L. Allen

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

15-8:144:L, :146:AL,
144:AL, :148:AL
I-15-8(6)334

PARTIAL RELEASE OF MORTGAGE(S)

That certain parcel of land in the County of Weber, State of Utah, described as follows:

Loan 84380

BOOK 761 PAGE 549

is hereby released from the lien(s) of that (those) certain mortgage(s) executed by
EZRA E. BINGHAM and HELEN P. BINGHAM, his wife;

in favor of THE FEDERAL LAND BANK OF BERKELEY and/or in favor of the LAND BANK COMMIS-
SIONER, dated March 4, 1963 and recorded March 8, 1963

in Book 736, page 296, and in Book --, page --, respectively, of the mortgage

records of the county recorder of Weber County, State of Utah
Said mortgage(s) remain(s) in full force and effect as to the remaining land and appurtenances described therein
not heretofore released.

THE FEDERAL LAND BANK OF BERKELEY

Executed October 18, 1963

By *[Signature]*
Assistant Secretary

STATE OF CALIFORNIA, } ss.
County of Alameda

On October 18, 1963, before me, the undersigned, a notary public in and for the county and State
hereinafter designated, personally appeared H. W. Hess, and being
by me duly sworn, stated to me that he is, and who is known to me to be, assistant secretary
of the corporation that executed the within instrument, and who is known
to me to be the person who executed said instrument on behalf of said corporation by authority of its bylaws, and
acknowledged to me that such corporation executed the same.

My commission will expire

July 11, 1965

(Seal)

L. Allen
Lois Allen

Notary public in and for Alameda County, California

SLOPE EASEMENT

Description No. 15-8:144:E
Project No. I-15-8(6)334

Ezra E. Bingham and Helen P. Bingham, his wife
of Riverdale, County of Weber State of Utah, hereby
grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Two hundred thirty-five and no/100 Dollars,
the right to use the following described premises situated upon the grantors land in
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., in Weber County, Utah, and adjoining the
westerly side of the right of way for a service road incident to the construction of
highway known as Project No. I-15-8(6)334, for the purpose of constructing and main-
taining thereon cut and/or fill slopes and necessary drainage ditches and appurtenant
parts thereof, incident to the grading of the roadway on said service road.

A strip of land bounded by the highway right of way line on one side and bounded
by straight lines on the other side. These straight lines shall run from point opposite
the following Engineer Stations and shall establish the following widths, respectively:

ENGINEER STATION	WIDTH
14+00	0.0 ft.
14+50	35.0 ft.
15+10	35.0 ft.
16+00	0.0 ft.

The above described premises are shown on the official map of said project
on file in the office of the State Road Commission of Utah and contain 0.11 acre,
more or less.

It is further agreed that the grantee shall have the right to construct any
necessary fences along either side line of the above described strip of land, and
the grantor shall have the right to lessen but not to increase the vertical distance
or grade of said slopes.

Witness the hands of said grantor this 5th day of
August 19 63

WITNESS: Ezra E. Bingham
Helen P. Bingham

STATE OF Utah)
COUNTY OF Weber) ss

On the 5th day of August, A. D. 19⁶³ personally
appeared before me Ezra E. Bingham and Helen P. Bingham his wife
the signer of the within instrument, who duly acknowledged to me that he executed
the same.



My Commission Expires: 3-6-66

Marvin L. Coatharpe
Notary Public

416574

Prepared by: JLB, 4/8/63

FILED AND RECORDED FOR
State Road Commission
1963 DEC 20 AM 10 09
No. Fee

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☐
Compared ☒ Page ☐

WILLIAM EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY William E. Olsen

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line 31st Street.
Side _____ of Highway _____ Parcel No. 144 & 144:E 1500 West No. Riverdale Road.

Date August 5, 1963 Ezra E. Bingham & Helen Bingham his wife Grantor s
of 4857 So. 1700 West, Riverdale, Utah Weber County, Utah

No. 144 & 144:E Easement & Warranty deed for a tract of land for State highway purposes

Easement & TYPE OF INSTRUMENT

over property described in said deed has been delivered to Marvin R. Osguthorpe
NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to

TITLE

the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor s, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. Federal Land Bank of Berkley, Salt Lake City, Utah Mortgage

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THIS INSTRUMENT IS AN OPTION ONLY UNTIL APPROVED BY THE DIRECTOR OF HIGHWAYS.

7. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

AMOUNT

Pay cash in full to the grantors for the following:

Land as described in Warranty Deed #144

865.00

Land as described in Easement #144:E

235.00

8. Grantors agree to pay all taxes assessed against the property.

9. The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right of way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.

Total Cash Settlement \$ 1,100.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By Marvin R. Osguthorpe

RIGHT OF WAY AGENT

By St. Mark

DISTRICT ENGINEER

By Clarence Williams AUG 14 1963

ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by _____ SEP 27 1963, 19____

Arville Farnsworth
Acting Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

W.B. Prestwich

\$ 1,100.00 App.PARCEL NO. 144 & 144:E

Pre-negotiation appraisals

\$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way	_____ acres at _____	per acre \$ <u>865.00</u>
Easement	_____ acres at _____	per acre \$ <u>235.00</u>

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances.

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

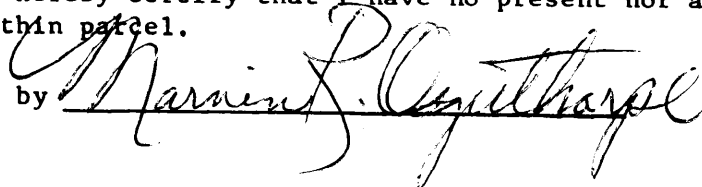
\$ 1,100.00

Explain items in detail _____

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date

August 9, 1963

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William J. [unclear]*

Warranty Deed

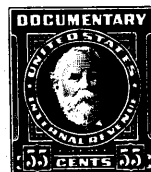
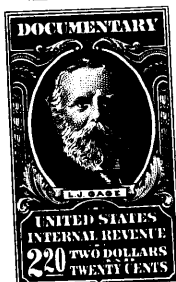
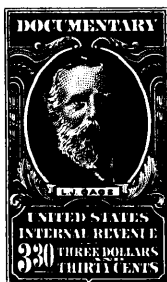
(CONTROLLED ACCESS)

Ezra E. Bingham and Helen Bingham, his wife
aka Helen P. Binghamof Riverdale, County of Weber, State of Utah,
hereby conveys and warrants in fee simple to the STATE ROAD COMMISSION OF UTAH,
Grantee for the sum of Five thousand one hundred and no/100 Dollars,
the following described tract of land in Weber County, State of Utah, to-wit:

A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. Said tract of land is bounded on the easterly side by a line parallel to and 120.0 ft. distant easterly from the center line of said project and bounded westerly from said easterly side line by the northwesterly and southerly boundary lines of the grantors land. Said center line is described as follows:

Beginning at the intersection of said southerly boundary line and said center line approximately at Engineer Station 915+00, which point is approximately 796 ft. west and 418 ft. north from the SE. corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 6° 04' E. 162 ft., more or less, to the intersection of said center line approximately at Engineer Station 916+62 and said northwesterly boundary line as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described tract of land contains 0.90 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor and the grantee shall not be liable for any water assessment now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a freeway, as contemplated by Chapter 63, Laws of Utah, 1945, the grantor hereby release and relinquish to the grantee any and all rights or easements appurtenant to the grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed, to or from said highway. ~~Excepting and reserving to the grantor, his heirs, successors or assigns, the right of access to the nearest roadway of said highway over and across the right of way line for a distance of four sections, which said section center at a point directly opposite Highway Engineer's Station~~

WITNESS, the hands of said grantor, this 5th day of August, A. D. 1963.

Signed in the presence of:

Ezra E. Bingham
Helen P. Bingham

STATE OF UTAH

County of Weber ss.

On the 5th day of August, A. D. 1963 personally appeared before me Ezra E. Bingham and Helen P. Bingham, his wife the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires 3-6-66

Notary Public.

grants

Notary Public

8A-97

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line 31st Street.

Side _____ of Highway _____ Parcel No. 144:A & 148:A Approx. 4900 So. 1700 West, Riverdale, Utah

Date August 5, 1963 Ezra E. Bingham & Helen Bingham his wife Grantors
of 4857 So. 1700 West Riverdale, Utah Weber County, Utah

No. 144:A & 148:A Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Marvin R. Osguthorpe

NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to

TITLE

the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantors, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Federal Land Bank of Berkley, Salt Lake City, Utah Mortgage SEE #144
2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THIS INSTRUMENT IS AN OPTION ONLY UNTIL APPROVED BY THE DIRECTOR OF HIGHWAYS.

7. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

Pay cash in full to the grantors for the following:

Land as described in Warranty Deed #144:A
Land as described in Warranty Deed #148:A

AMOUNT

5,100.00
18,600.00

8. Grantors relinquish all rights of ingrees to or egress from their remaining property contiguous to the lands hereby conveyed, to or from said highway.

9. Grantors agree to pay all taxes assessed against the property.

10. The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right of way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.

Total Cash Settlement \$ 23,700.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By Marvin R. Osguthorpe
RIGHT OF WAY AGENT

By W. E. M. M. M. M.
DISTRICT ENGINEER

By Glenn E. Williams AUG 14 1963
ADMINISTRATOR, RIGHT OF WAY DIVISION

Approved by _____ SEP 27 1963
Road Commission

Orville Farnsworth
Acting Commission Secretary

GRANTOR

RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N.A. Smith \$ 5,100.00 App.
PARCEL NO. 144:A Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:		
Right of Way	_____ acres at _____ per acre	\$ <u>5,100.00</u>
Easement	_____ acres at _____ per acre	\$ _____
2. Value of improvements taken or destroyed:		\$ _____
3. Damages: (Proximity, severance, etc.)		\$ _____
4. Moving and/or rehabilitation of buildings and appurtenances.		\$ _____
5. Controlled access:		\$ _____
	Gross Amount	\$ _____
6. Salvage, amount		\$ _____
	Net Amount	\$ <u>5,100.00</u>

Explain items in detail _____

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Merrin P. Capthorne

Date August 9, 1963

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N.S. Smith \$18,600.00 App.
PARCEL NO. 148:A Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 6.20 acres at _____ per acre \$ 18,600.00
Easement _____ acres at _____ per acre \$ _____
2. Value of improvements taken or destroyed: \$ _____
3. Damages: (Proximity, severance, etc.) \$ _____
4. Moving and/or rehabilitation of buildings and appurtenances. \$ _____
5. Controlled access: \$ _____
- Gross Amount \$ _____
6. Salvage, amount \$ _____
- Net Amount \$ 18,600.00

Explain items in detail _____

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Mervin R. Oguthorpe

Date August 9, 1963

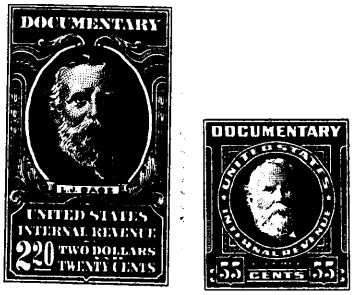
WARRANTY DEED Description No. 15-8:144B.7
Project No. I-15-8(6)334

Golden A. Bingham and Cora S. Bingham, his wife
of Riverdale, Weber County, State of Utah
hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH
for the sum of Two thousand one hundred and ten and no/100
the following described tract(s) of land in Weber County, State of Utah, to-wit:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the N $\frac{1}{4}$ corner of said Section 13; thence South 572 ft., more or less, to the southerly boundary line of the grantors land; thence N. 87° 30' W. 86 ft., more or less, along said southerly boundary line to a point 50.0 ft. radially distant westerly from the center line of said service road; thence Northerly 132 ft., more or less, along the arc of a 1687.0 radius curve to the right to a point opposite Engineer Station 18+75.48 (Note: Tangent to said curve at its point of beginning bears approximately N. 4° 44' W.); thence N. 0° 19' W. 419.67 ft. to a point of tangency with a 459.26 ft. radius curve to the right; thence Northerly 18 ft., more or less, along the arc of said curve to the north line of said Section 13; thence East 91 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 1.20 acres, more or less, of which 0.22 acre, more or less, is now occupied by the existing 1500 West Street. Balance 0.98 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand(s) of said grantor(s), this 9th day of September A. D. 19 63

Signed in the presence of:
x *Golden A. Bingham*
x *Cora S. Bingham*

STATE OF UTAH } ss.
County of Weber }

On the 9th day of September A. D. 1963 personally appeared before me Golden A. Bingham & Cora S. Bingham (his wife)

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires July 30, 1966
F. John Francis
Notary public

Utah State Dept of Highways
State Capital
1953

15-8:1440:L
1-15-8(6)334

217931

429990

BOOK 778 PAGE 531

FILED FOR

Richard [initials]
[initials]
[initials]

Utah State Dept of Highways
14

661 RM 631
61-7

SEN
CLERK OF COUNTY RECORDER

UTAH SATISFACTION OF MORTGAGE

Signature [illegible]

Know all Men by these Presents: that THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, does hereby certify and declare that a certain mortgage bearing date the 26th day of August, 1953, made and executed by Golden A. Bingham and Cora S. Bingham, husband and wife party of the first part therein to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES the party of the second part therein, on the following described property situate in the County of Weber State of Utah, to-wit:

A part of the Northeast Quarter of the Northwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Meridian, U. S. Survey: Beginning at a point on the East line of the State Highway North 89° 30' East 2564.2 feet and South 42° 21' West 740 feet from the Northwest corner of said Quarter Section and running thence South 67° 35' East 598.2 feet, more or less, to the East line of said Quarter Section; thence North 0° 16' East 570 feet along the Quarter Section line to the fence on the East line of said Quarter Section; thence South 89° 30' West 103.4 feet, more or less, to the East line of the State Highway; thence South 42° 21' West 740 feet along the East line of State Highway to the place of beginning: EXCEPTING therefrom a right-of-way over the East 1 rod thereof.

and recorded in the office of the County Recorder of the County of Weber State of Utah, in Book 778, Page 531, Entry No. 208576 on the 27th day of August, 1953, together with the debt thereby secured, is fully paid, satisfied and discharged.

In Witness Whereof, the said THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer this 24th day of April, 1964.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

By K. G. Bageant Vice President

State of New York
County of New York

On this 24th day of April, 1964

before me K. G. Bageant who being by me duly sworn did say he is a Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation of the State of New York, and that said instrument was signed in behalf of said corporation by authority of its By-laws, and said Vice President acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, this the day and year first above

ANN M. O'KEEFE
Notary Public, State of New York No. 418235185
Qualified in Queens County
Term Expires March 30, 1966

Signature [illegible]

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6) 334 Davis Co. Line -31st. St
 _____ Side _____ of Highway _____ Parcel No. 144B 1500 West, North of Riverdale Rd.

Date March 12, 1964 ~~####~~ Golden A. Bingham & Cora S. Bingham, his wife Grantors
 of Riverdale, Ogden, Utah

No. 144B Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Seymour K. Liechty

NAME OF AGENT

Right of Way Agent ^{TITLE} _____, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Equitable Life Assurance Co. Salt Lake City, Utah - Note: Total release recorded by grantor.
 2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
 4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the grantors for the following:
 Land as described in Deed No. 144B

AMOUNT

\$2,110.00

7. Grantors agree to pay all taxes assessed on said property.

8. It is agreed and understood that the State Road Commission will furnish and install a type B fence along Westerly Right of Way Line Between Eng. Sta. 23+15 to 17+44, Also furnish and install one twelve foot gate, the location to be determined at the time of construction by the Project Engineer and the Grantors.

APPROVAL OF CONSTRUCTION ITEMS:

By De. M. M. M. M.
 DISTRICT ENGINEER

Total Cash Settlement \$ 2,110.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By Seymour K. Liechty
 RIGHT OF WAY AGENT
 By Clarence J. Williams
 ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Golden A. Bingham
Cora S. Bingham

Approved by _____
 Road Commission MAR 31 1964 19 _____

Clarence J. Alfred

Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6) 334 Davis Co. Line-31st St Ogden Prestwich \$ 2,110.00
PARCEL NO. 144B Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 2,110.00
Easement _____ acres at _____ per acre \$ _____
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 2,110.00

Explain items in detail _____

Settlement Has Been Made On The Appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by Lyman K. Liberty

Date 12 March 64

Description No. 15-8:145:A
WARRANTY DEED Project No. I-15-8(6)334

(Controlled Access)

Noel Cragun and Norma D. Cragun, his wife _____, grantor(s)
of Rivendale, County of Weber, State of Utah,
hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION
OF UTAH, Grantee, for the sum of One thousand three hundred Dollars,
the following described tract of land in Weber County, State of
Utah, to-wit:

A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of
Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described
as follows:

Beginning at the intersection of the easterly boundary line of the grantors land
and the northwesterly right of way line of an existing highway, which point is approxi-
mately 713 ft. south and 883 ft. west from the N $\frac{1}{4}$ corner of said Section 13; thence
Northerly 137.6 ft. along said easterly boundary line to the north boundary line of said
grantors land; thence West 30 ft., more or less, along said north boundary line to a point
170.0 ft. perpendicularly distant westerly from the center line of said project; thence
S. 6° 04' W. 181 ft., more or less, to a point opposite Engineer Station 915+30; thence
Southwesterly 125 ft., more or less, along a straight line to said northwesterly right
of way line at a point 230.0 ft. perpendicularly distant westerly from said center line;
thence Northeasterly 210 ft., more or less, along said northwesterly 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 State Road Commission of Utah. Above described tract of land contains
0.23 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved
by the grantor, and the grantee shall not be liable for any water assessments now due or
which shall become due.

To enable the grantee to construct and maintain a public highway as a
freeway _____, as contemplated by Chapter 63, Laws of Utah, 1945,
said highway to consist of inner through traffic lanes and adjacent frontage
road _____, the grantor(s) hereby release(s) and relinquish(es) to the grantee,
any and all rights or easements appurtenant to the grantors remaining prop-
erty by reason of the location thereof with reference to said highway,
including, without limiting the foregoing, all rights of ingress to or egress
from the grantors remaining property contiguous to the lands hereby conveyed
to or from said inner lanes; provided, however, that such remaining property
of the grantor(s) shall abut upon and have access to said frontage road which
will be connected with said inner through traffic lanes only at such points
as may be established by public authority.

WITNESS, the hand s of said grantor s, this 3rd day of
October, A. D. 19 63.

Signed in the presence of:

x Noel Cragun
x Norma D. Cragun

STATE OF UTAH)
COUNTY OF Weber) ss

On the 3rd day of October A. D. 1963 personally
appeared before me Noel Cragun & Norma D. Cragun (his wife)
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires July 30, 1966

J. John Francis
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. 1-15-8(6)334 Davis Co. - 31st. St. Ogden
Side _____ of Highway _____ Parcel No. 145:A 4931 South, 1700 West, Riverdale

Date 10 - 3 - 1963 Noel Cragun & Norma Dawson Cragun (his wife) Grantors
of Riverdale in Weber County, Utah

No. 145:A Warranty Deed deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
over property described in said deed has been delivered to F. John Francis
NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to
TITLE
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantors, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. Federal Building and Loan, Ogden

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THIS INSTRUMENT IS AN OPTION ONLY UNTIL APPROVED BY THE DIRECTOR OF HIGHWAYS.

7. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

AMOUNT

Pay cash in full to the grantors for the following:
Land as described in Warranty Deed # 145:A

\$1,300.00

8. Grantors agree to pay all taxes assessed against the property.

9. Grantors relinquish all rights of ingress to or egress from the remaining property contiguous to the lands hereby conveyed to or from the said highway excepting the grantors shall have access to the frontage road to be constructed by the State Road Commission.

Total Cash Settlement \$ 1,300.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By F. John Francis
RIGHT OF WAY AGENT

By M. J. Mink
DISTRICT ENGINEER

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by
Road Commission JAN 10 1963, 19

Clarence J. Allred
Commission Secretary

x Noel Cragun

x Norma D. Cragun

GRANTOR

RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of 1

PROJECT NO. I-15-8(6)334 Davis Co. Line - 31st. St. Og. Nate Smith \$ 1,300.00
PARCEL NO. 145:A Pre-negotiation appraisals
Review: Milt Twitchell \$ 1,300.00

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way .23 acre, 10057 sq. ft. at .13 sq. ft. per acre \$ 1,300.00
Easement _____ acres at _____ per acre \$ _____
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ 1,300.00
Net Amount \$ 1,300.00

Explain items in detail _____

Grantors settled on the approved appraisal price.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by J. John Francis

Date 11 - 20 - 1963

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

FOLLOWS 1120 DT IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY
Plotted ☒ Indexed ☒ ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

STATE OF UTAH

STATE OF UTAH, by and through
its ROAD COMMISSION,

Plaintiff,

FINAL ORDER OF CONDEMNATION

-v-

Civil No. 41,128 - 3

GORDON G. HOWES, et al.
* * *

FRANK D. WARNER and EMMA S.
WARNER, his wife; JAMES M.
WARNER and MURELLA WARNER, his
wife; FRED S. WARNER, a single
man; and ANNA WARNER CROCKETT,
a widow,

Project No. I-15-8(6)334
Parcel No. 145B
Total Payment: \$1,110.26

Defendants. :

It appearing to the court and the court now finds that heretofore,
on the 5th day of June, this court made and entered its judgment
in the above entitled proceeding, and said judgment is hereby
referred to; and

It appearing to the court and the court now finds that pursuant
to the law and the said judgment, the plaintiff did pay said judg-
ment to the defendants, Frank D. Warner and Emma S. Warner, his
wife, James M. Warner and Murella Warner, his wife, Fred S. Warner,
and Anna Warner Crockett, together with all interest required by
said judgment to be paid; and

It further appearing to the court that the plaintiff has made all
payments as required by law and order of this court, and that this
is not a case where any bond was required to be given, and all and
singular the law in the premises being given by the court under-
stood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcel of

Doc 1120 x DT

land hereinafter described is hereby taken and condemned in fee simple title for the purpose described and set forth in plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this Final Order of Condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:145B

A parcel of land in fee for a service road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S. L. B. & M. The boundaries of said parcel of land are described as follows:

Beginning on the southeasterly right of way line of a State Road at a point 40.0 ft. radially distant northeasterly from the center line of the field revision of said service road, which point is approximately 155 ft. north and 36 ft. east from the S $\frac{1}{4}$ corner of said Section 12; thence S. 41° 43' W. 67 ft., more or less, to the westerly boundary line of the grantors land; thence S. 00° 06' E. 5 ft. to the southerly boundary line of said grantors land; thence Easterly 28 ft., more or less, along said southerly boundary line to a point 45.0 ft. radially distant southeasterly from said center line of the field revision; thence Northerly 56 ft., more or less, along a straight line to the point of beginning. The above described parcel of land contains 0.02 acre, more or less.

Dated this 4th day of August, 1967.

15/ Charles L. Cowley
DISTRICT JUDGE

STATE OF UTAH }
COUNTY OF WEBER }

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 7th DAY OF Aug 1967
WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST. COURT
BY Wendell Hansen DEPUTY

IN BOOK OF RECORDS

RUTH EARL
COUNTY RECORDER

Lillian R. Peterson
Deputy

EASEMENT

Parcel No. 15-8:145:E
Project No. 1-15-8(6)334

Noel Cragun and Norma Cragun, his wife
of Riverdale, County of Weber, State of Utah,
hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Sixty and no/100 Dollars,
an easement upon part of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section
13, T. 5 N., R. 2 W., S.L.B.&M. in Weber County, Utah, for the purpose of con-
structing thereon an irrigation facility and appurtenant parts thereof incident
to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining
westerly the following described portion of the westerly side line of said
project:

Beginning at a point 170.0 ft. perpendicularly distant westerly from the
center line of said project at Engineer Station 916+30, which point is approx-
imately 769 ft. south and 957 ft. west from the N $\frac{1}{4}$ corner of said Section 13;
thence N. 06°04' E. 181 ft., more or less, to the north boundary line of said
entire tract. The above described parcel of land contains 0.02 acre, more
or less.

After said irrigation facility is constructed on the above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said irrigation
facility and appurtenant parts thereof.

WITNESS, the hand of said Grantor s, this 29th day of September
A. D. 19 64 .

Signed in the presence of:

Noel Cragun
Norma Cragun

STATE OF UTAH)
: ss.
County of Weber)

On the 29th day of September, A. D. 19 64, personally appeared before
me Noel Cragun and Norma Cragun, his wife, the signer of the within instrument,
who duly acknowledged to me that he executed the same.

My Commission expires: 10-10-65

A. Wells Parker
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>915+30</u>	to Station <u>917+10</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to 31st St., Ogden
Westerly Side of Highway		Parcel No. <u>145:E 4931 S. 1700 W., Riverdale</u>	

Date 29 September 1964 Noel Cragun & Norma Cragun, his wife Grantor S
of 4931 South 1700 West Street, Riverdale, Weber County, Utah

No. 145:E Easement deed for a tract of land for State highway purposes
over property described in said deed has been delivered to H. Wells Meeks

Right of Way Agent, as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor S, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

Land as described in Easement No. 15-8:145:E

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 60.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by NOV 16 1964
Road Commission

Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Noel Cragun

Norma Cragun

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N. Smith \$ 60.00
PARCEL NO. 145:E Pre-negotiation appraisals \$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ _____
Easement _____ acres at _____ per acre \$ 60.00
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 60.00

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by 

Date 30 October 1964

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Sullivan & Peterson*

WARRANTY DEED

Description No. 15-8:146:A
Project No. I-15-8(6)334

(Controlled Access)

Ezra E. Bingham and Helen Bingham, his wife, grantor(s)

of Riverdale, County Weber, State of Utah,
hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION
OF UTAH, Grantee, for the sum of Thirteen thousand Five hundred and ninty-four
Dollars, and no/100
the following described tract of land in Weber County, State of
Utah, to-wit:

A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of
Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described
as follows:

Beginning on the north boundary line of the grantors land at a point 220.0 ft.
perpendicularly distant westerly from the center line of said project, which point is
approximately 1715 ft. east and 33 ft. south from the NW. corner of said Section 13;
thence Southeasterly 57 ft., more or less, to a point 170.0 ft. perpendicularly distant
westerly from said center line at Engineer Station 923+25; thence S. 6° 04' W. 502 ft.,
more or less, to said south boundary line; thence East 30 ft., more or less, to a
westerly boundary line of said grantors land; thence S. 8° 14' E. 137.6 ft. to the
northwesterly right of way line of a State Highway; thence N. 41° 51' E. 372 ft., more
or less, along said northwesterly right of way line to a point 120.0 ft. perpendicularly
distant easterly from said center line; thence N. 6° 04' E. 400 ft., more or less, to the
north boundary line of said grantors land; thence West 339 ft., more or less, along said
north line to the point of beginning as shown on the official map of said project on
file in the office of the State Road Commission of Utah. Above described tract of land
contains 3.68 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantors, and the grantee shall not be liable for any water assess-
ments now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Chapter 63, Laws of Utah, 1945,
said highway to consist of inner through traffic lanes and adjacent frontage
road, the grantor(s) hereby release(s) and relinquish(es) to the grantee,
any and all rights or easements appurtenant to the grantors remaining prop-
erty by reason of the location thereof with reference to said highway,
including, without limiting the foregoing, all rights of ingress to or egress
from the grantors remaining property contiguous to the lands hereby conveyed
to or from said inner lanes; provided, however, that such remaining property
of the grantor(s) shall abut upon and have access to said frontage road which
will be connected with said inner through traffic lanes only at such points
as may be established by public authority.

WITNESS, the hand s of said grantors, this 5th day of
August, A. D. 1963.

Signed in the presence of:

Ezra E. Bingham
Helen P. Bingham

STATE OF UTAH)
COUNTY OF Weber) ss

On the 5th day of August A. D. 1963 personally
appeared before me Ezra E. Bingham and Helen P. Bingham, his wife
the signor of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires 3-6-66

Mervin P. Ogutharpe
Notary Public

R/W 22 Prepared by KP, 7/27/62

3A-102

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis County Line
Parcel No. 146 to 31st Street

THIS AGREEMENT made and entered into this 17th
day of October, 19 63, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road
Commission" and Melva K. Housley
of 3041 Jefferson Ave., Ogden, Utah, hereinafter
referred to as "Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the
Second Part cash in the amount of \$ 100.00 as reimbursement of
expenses incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of
the above set out sum shall constitute full and complete satis-
faction of all obligations under this contract on the part of the
Road Commission and further agrees that said sum is payment in
full.

Melva K. Housley

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By OD - Hall
Relocation Officer

By Clarence Walker
Administrator, Right of Way Division

Approved by
Road Commission Oct. 22, 1963
Clarence Walker
Commission Secretary

Ram

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line 31st Street.
Side _____ of Highway _____ Parcel No. 146:A 4881 So. 1700 West Riverdale, Utah

Date August 5, 1963 Ezra E. Bingham & Helen Bingham his wife Grantor s
of 4857 So. 1700 West, Riverdale, Utah Weber County, Utah

No. 146:A Warranty deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
over property described in said deed has been delivered to Marvin R. Osguthorpe
NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to
TITLE
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. Federal Land Bank of Berkley, Salt Lake City, Utah Mortgage

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

	AMOUNT
(A) Pay cash in full to the grantors for the following: Land as described in Warranty Deed #146:A Improvements located on said tract	21,900.00
8. It is mutually agreed and understood that the salvage rights to the improvements on this tract are worth \$700.00, which amount is hereby deducted from this settlement.	-700.00
9. Grantors are to have until October 15, 1963 to remove all salvage from the aforesaid tract.	
10. Grantors agree to leave the premises in a clean presentable condition and to remove all debris and etc. from the premises. In order to insure that this will be done \$500.00 is withheld from this settlement. This amount will be paid after property has been inspected.	
11. Grantors relinquish all rights of ingress to or egress from their remaining property contiguous to the lands hereby conveyed, to or from said highway.	
12. Grantors agree to pay all taxes assessed against the property.	
13. The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right of way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.	
14. It is understood by the parties hereto that this instrument is an option only until approved by the director of highways.	

Maximum Liability \$ _____ Total Cash Settlement \$ 21,200.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval
By Marvin R. Osguthorpe
RIGHT OF WAY AGENT
By Clarence J. Allred
DISTRICT ENGINEER
By Clarence J. Allred AUG 23 1963
RIGHT OF WAY ENGINEER DATE
Approved by SEP 3 1963 19
Road Commission Clarence J. Allred
Commission Secretary
GRANTOR _____
RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N.A. Smith \$21,900.00 App.
PARCEL NO. 146:A Pre-negotiation appraisals \$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 13,594.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ 7,405.00

3. Damages: (Proximity, severance, etc.) \$ 901.00

4. Moving and/or rehabilitation of buildings and appurtenances. \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 21,900.00

6. Salvage, amount \$ 700.00

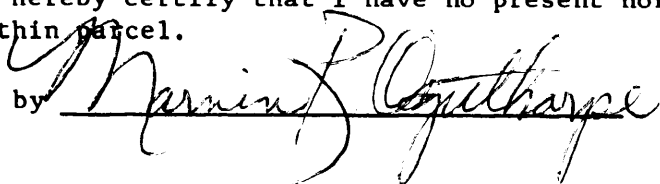
Net Amount \$ 21,200.00

Explain items in detail

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date

August 9, 1963

Wm. J. Dept Highway
St. Office 6/24
438145 no fee

BOOK 789 PAGE 326

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

STATE OF UTAH
COUNTY OF WEBER

Parcel No. 15-8:146:E
Project No. 1-15-8(6)334

Utah State Road Comm. EASEMENT

Nov 9 9 31 AM '64

IN BOOK OF RECORDS *Virginia McKlem Deputy*
PAGE Ezra E. Bingham and Helen P. Bingham, his wife, Grantors,
RUTH E. OLSEN Riverdale, County of Weber, State of Utah,

hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
One hundred and eighty and no/100 Dollars,

an easement upon part of an entire tract of property in the NE¹/₄ of Section 13, T. 5 N., R. 2 W., S. L. B. & M. in Weber County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining westerly the following described portion of the westerly side line of said project:

Beginning at a point 170.0 ft. perpendicularly distant westerly from the center line of said project at Engineer Station 923+25, which point is approximately 1759 ft. east and 66 ft., south from the NW. corner of said Section 13; thence S. 06°04' W. 502 ft., more or less, to the south boundary line of said entire tract. The above described parcel of land contains 0.06 acre, more or less.

After said irrigation facility is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility and appurtenant parts thereof.

WITNESS, the hand of said Grantor s, this 28th day of September, A. D. 1964.

Signed in the presence of:

Ezra E. Bingham
Helen P. Bingham

STATE OF UTAH)
: ss.
County of Weber)

On the 28th day of September, A. D. 1964, personally appeared before me Ezra E. Bingham and Helen P. Bingham, his wife the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires: 10-10-65

N. Wells
Notary Public

PT 1150 X DT

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>917+00</u>	to Station <u>925+00</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to 31st St., Ogden
Westerly Side of Highway		Parcel No. <u>146:E</u> at <u>4857 S. 1700 W.</u>	

Date 28 September 1964 Ezra E. Bingham & Helen P. Bingham, his wife Grantor s
 of 4857 South 1700 West Street, Riverdale, Weber County, Utah

No. 146:E Easement deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed has been delivered to H. Wells Meeks,
NAME OF AGENT

Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. **Clear.**

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

Land as described in Easement No. 15-8:146:E

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 180.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

M.R.D.
 STATE ROAD COMMISSION OF UTAH
 Recommended for approval
 By [Signature]
RIGHT OF WAY AGENT
 By [Signature]
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Ezra E. Bingham
Helen P. Bingham

Approved by _____
 Road Commission OCT 23 1964 19____

[Signature]
 Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

N. Smith

\$ 180.00

PARCEL NO. 146:E

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ _____
Easement _____ acres at _____ per acre \$ 180.00

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

\$ 180.00

Explain items in detail _____

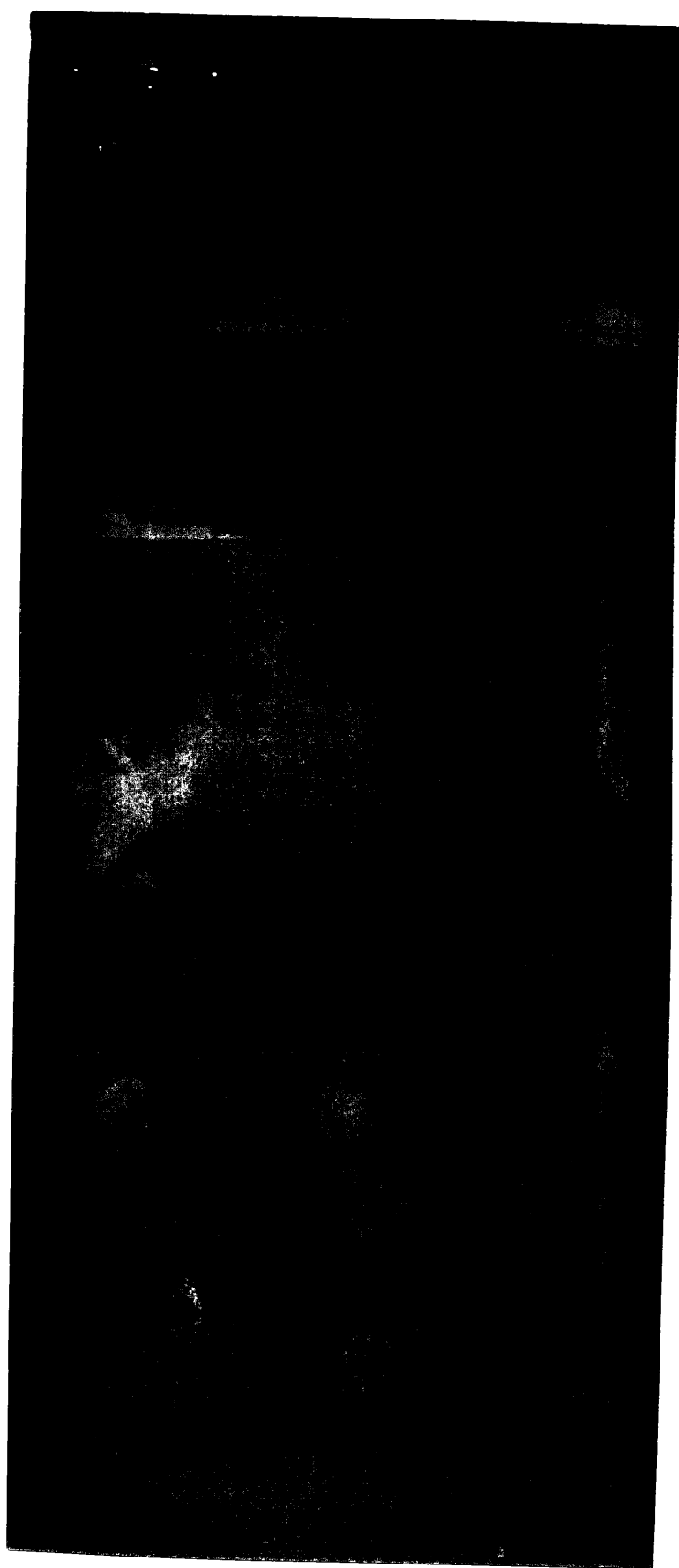
The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date 2 October 1964



RELEASE OF REAL ESTATE MORTGAGE

1-15-8(6)334

:147:AL, :150:AL, :150:LS

THIS CERTIFIES that a certain Mortgage covering the following described property:

A part of the Southeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey. Beginning at a point 706.86 feet North and 404.45 feet East of the Southwest corner of the said Southeast Quarter, said point lying along the North West boundary of the State Highway Right-of-Way; and running thence North $47^{\circ}37'$ West 200.0 feet; thence North $42^{\circ}23'$ East 100.0 feet; thence South $47^{\circ}37'$ East 200.0 feet; thence North $42^{\circ}23'$ West along the said Right of Way 100.0 feet to the point of beginning.

Also, a part of the East one half of the South west quarter of Section 12, Township 5 North, Range 2 West, of the Salt Lake Meridian, United States Survey: Beginning at a point on the East right of way fence line of the Bamberger Railroad; said point being North 33 feet and North $89^{\circ}32'$ East 227.8 feet from the Southwest corner of said East one half of said quarter section, running thence North $89^{\circ}32'$ East 535.20 feet; thence North $0^{\circ}11'$ East 39.06 feet to the Bamberger Railroad right of way fence line; thence South $38^{\circ}15'$ East 962.93 feet; thence to the left along the Arc of a 2068.89 foot radius curve 920.93 feet; thence South $12^{\circ}45'$ West 392.91 feet to the place of beginning. Containing 12.8 acres more or less. (over)

and executed by

D. E. ROBERTS AND J. E. HILL

dated October 29th

1957

and recorded in Book

of Mortgages on Page 310

in the office of the County

Recorder of

County State of

on the 30th day

of October

A.D. 1957 for the sum of \$17,000.00

DOLLARS,

has been fully satisfied by the payment of the debt secured thereby, and is hereby cancelled and discharged.

Dated this 29th

day of December

A.D. 1964

FIRST SECURITY BANK OF UTAH
National Association

By

C. E. Roberts
Vice-President Assistant ManagerSTATE OF UTAH
COUNTY OF

} ss.

On the 29th day of December, A.D. 1964, I, _____, who is duly qualified and sworn, did say he is Vice-President of FIRST SECURITY BANK OF UTAH, National Association, and that said instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors, and said _____ acknowledged the same.

My Commission Expires _____

Notary Public

Residing at

Ogden, Utah

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. <u>I-15-8(6)334</u>	Davis Co. Line - 31st Street, Ogden
Side _____ of Highway		Parcel No. <u>147:A</u>	

Date September 11, 1964 Don F. Ellis & Ardis H. Ellis, his wife Grantor S
 of 4649 South 1200 West, Riverdale, Utah

No. 147:A Warranty deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed have been delivered to Anthony R. Rudelich & Jenkyn E. Powell,
NAME OF AGENT
Chief Negotiator & Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor S, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

Pay cash in full to the grantors for the following:

Land as described in Warranty Deed No. 147:A
 Damages

\$23,200.00

Interest at 6% per annum from September 18, 1963, to September 11, 1964.
 Grantors hereby release and relinquish all rights of ingress to or egress from the grantors remaining property contiguous to the land hereby conveyed to or from said highway.

1,369.12

Grantors agree to pay all taxes assessed against the property

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 24,569.12

m.R.C. IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Anthony R. Rudelich
 Recommended for approval

By Anthony R. Rudelich
RIGHT OF WAY AGENT

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by NOV 6 1964
 Road Commission _____

Clarence J. Allred
 Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

N. A. Smith

\$ 23,200.00 aprv.

Pre-negotiation appraisals

PARCEL NO. 147:A

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way	<u>1.99</u>	acres at	<u>9,000.00</u>	per acre	\$ <u>11,970.00</u>
Easement	_____	acres at	_____	per acre	\$ _____

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ 8,230.00

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ 23,200.006. ~~Salvage, amount~~

Interest

\$ 1,369.12

Net Amount

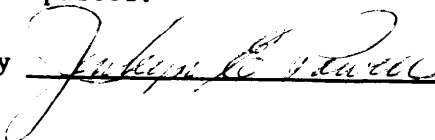
\$ 24,569.12

Explain items in detail _____

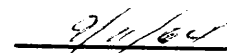
Settlement was made on the approved appraisal, plus interest at 6% per annum from Sept. 18, 1963 to Sept. 11, 1964, court order.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date



OCT 19 10 50 AM '64

BOOK

787

PAGE 486

Platted

☐

Indexed

☒

Recorded

☒

Abstracted

Compared

☒

Page

IN BOOK

OF RECORDS

PAGE

RUTH EAMES OLSEN

COUNTY RECORDER

E A S E M E N T

Parcel No. 15-8:147:E

Project No. 1-15-8(6)334

Don F. Ellis and Ardie H. Ellis, his wife
of Riverdale, County of Weber, State of Utah,
hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Four hundred and twenty and no/100 Dollars,
an easement upon part of an entire tract of property in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
12, T. 5 N., R. 2 W., S.L.B.&M. in Weber County, Utah, for the purpose of con-
structing thereon an irrigation facility and appurtenant parts thereof incident
to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining
westerly the following described portion of the westerly side line of said
project:

Beginning on the south boundary line of said entire tract at a point
120.0 ft. perpendicularly distant westerly from the center line of said project
approximately at Engineer Station 924+26, which point is approximately 33 ft.
north and 821 ft. west from the SE. corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 06°04'
E. 159 ft., more or less, to a point of tangency with a 2984.79 ft. radius
curve to the right opposite Engineer Station 925+84.83; thence Northerly 1083
ft., more or less, along the arc of said curve to the east boundary line of
said entire tract. The above described parcel of land contains 0.14 acre,
more or less.

After said irrigation facility is constructed on the above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said irrigation
facility and appurtenant parts thereof.

WITNESS, the hand of said Grantor s, this 11th day of September
, A. D. 19 64 .

Signed in the presence of:

Don F. Ellis

Ardie H. Ellis

STATE OF UTAH)

: ss.

County of Weber)

On the 11th day of September, A. D. 19 64, personally appeared before
me Don F. Ellis & Ardis H. Ellis, his wife, the signer of the within instrument,
who duly acknowledged to me that he executed the same.

My Commission expires: 3/14/68

Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. I-15-8(6)334 Davis Co. Line - 31st Street, Ogden
Side _____ of Highway	Parcel No. 147:E	

Date Sept. 11, 1964 Don F. Ellis & Ardis H. Ellis, his wife Grantor s
 of 4649 South 1200 West, Riverdale, Utah

No. 147:E Easement deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed has been delivered to Anthony R. Rudelich & Jenkyn E. Powell,
NAME OF AGENT
Chief Negotiator & Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

Pay cash in full to the grantors for the following:

Land as described in Easement No. 147:E

\$ 420.00

APPROVAL OF CONSTRUCTION ITEMS:

By *[Signature]*
DISTRICT ENGINEER

Total Cash Settlement \$ 420.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By *[Signature]*
RIGHT OF WAY AGENT

By *[Signature]*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by OCT - 2 1964 19 _____
 Road Commission

[Signature]
 Acting Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature]

[Signature]

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

PARCEL NO. 147:E

N. A. Smith
Pre-negotiation appraisals
Holbrook
\$ 400.00
\$ 420.00 aprv.

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ _____
Easement 0.14 acres at 3,000.00 per acre \$ 420.00
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 420.00

Explain items in detail

Settlement was made on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by James E. Powell

Date 9/14/68

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Weber Co. Line to 31st St/
 _____ Side of Highway _____ Parcel No. 149:A abt. 4800 So. & 1500 West Riverdale

Date Sept. 15, 1964 Alma L. Ellis & Mabel C. Ellis, his wife Grantor S
 of 4804 South 1500 West, Riverdale, Utah

No. 149:A Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Jenkyn E. Powell & Anthony R. Rudelich

NAME OF AGENT

Right of Way Agent & Chief Negotiator

as escrow agent, with instructions to deliver said deed to
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) AMOUNT

Pay Cash in full to the grantors for the following:

Land as described in Warranty Deed No. 149:A

IMPROVEMENTS LOCATED on said tract

Interest at 6% per annum from Sept. 18, 1963 to Sept. 15, 1964.

\$6,650.00
396.81

7. Grantors release and relinquish all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed to or from said highway.

8. Grantors agree to pay all taxes assessed against the property.

APPROVAL OF CONSTRUCTION ITEMS:

By [Signature]
DISTRICT ENGINEER

Total Cash Settlement \$ 7,046.81

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH
 Recommended for approval
 By [Signature]
 RIGHT OF WAY AGENT
 By [Signature]
 ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Alma L. Ellis
Mabel C. Ellis

Approved by
 Road Commission _____ 19 _____

[Signature]
 Acting Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

\$ 6,650.00 aprv.

Pre-negotiation appraisals

\$_____

* * * * *

1. Value of land acquired:

Easement 2.01 acres at 3,000.00 per acre \$ 6,030.00

Easement	_____	acres at	_____	per acre \$	_____
	_____	acres at	_____	per acre \$	_____

\$ 620.00

\$ 396.81

\$ _____

\$_____

\$ _____

\$ _____

\$ 7.046.81

Settlement was made on the approved appraisal plus 6% per annum from Sept.18,1962 to Sept.15,1964, Court order.

Signed by

Date 9/5/64

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 Recorded ☒ Abstracted ☒
 Compared ☒ Page ☒

IN BOOK

OF RECORDS

WARRANTY DEED (Controlled Access)

RUTH L. L. L.

COUNTY OF WEBER

Description No. 15-8;150:A
 Project No. I-15-8(6)334

Don F. Ellis & Ardis H. Ellis, his wife

grantor

of Riverdale, County of Weber, State of Utah,
 hereby conveys and warrants in fee simple to the STATE ROAD COMMISSION OF UTAH,
 Grantee for the sum of Thirty One Thousand and twenty nine and 10/100 Dollars,
 the following described tract of land in Weber County, State of Utah, to-wit:

A tract of land for highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of
 Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described
 as follows:

Beginning at the intersection of the easterly right of way line of the U.P.R.R.
 and the southerly right of way line of 4400 South Street; which point is 2 rods south
 and 449 ft. N. 89° 33' E. from the center of said Section 12; thence S. 38° 15' W.
 34 ft., more or less, along said easterly right of way line to a point 60.0 ft.
 perpendicularly distant southerly from the center line of said 4400 South Street relocation
 thence East 30 ft., more or less, to a point opposite 4400 South Street relocation Engineer
 Station 23+00; thence S. 88° 28' E. 112.9 ft. to a point 160.0 ft. perpendicularly distant
 northwesterly from the center line of said project at Engineer Station 953+56.72
 designated as point "A"; thence S. 42° 19' W. 707.4 ft.; thence S. 44° 45' W. 100 ft.,
 more or less, to the south boundary line of the grantors land designated as point "B";
 thence Easterly 380 ft., more or less, along said south boundary line to a point 140.0
 ft. perpendicularly distant southeasterly from the center line of said project designated
 as point "C"; thence N. 44° 45' E. 80 ft., more or less, to a point opposite Engineer
 Station 949+00; thence N. 47° 26' E. 639.1 ft. to a point 170.0 ft. perpendicularly
 distant southeasterly from said center line of project at Engineer Station 955+38.42
 designated as point "D"; thence S. 69° 18' E. 119.7 ft.; thence S. 2° 20' E. 138 ft.,
 more or less, to the southeasterly boundary line of said grantors land; thence North-
 easterly 400 ft., more or less, along said southeasterly boundary line to said southerly
 right of way line of 4400 South Street; thence West 844.69 ft. 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 State Road Commission of Utah. Above described tract of land
 contains 7.43 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
 reserved by the grantor, and the grantee shall not be liable for any water assessments
 now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a freeway, as
 contemplated by Chapter 63, Laws of Utah, 1945, the grantor hereby release and relinquish
 to the grantee any and all rights or easements appurtenant to the grantors remaining
 property by reason of the location thereof with reference to said highway, including,
 without limiting the foregoing, all rights of ingress to or egress from the grantors
 remaining property contiguous to the lands hereby conveyed, to or from said highway
 between point "A" and point "B" and between point "C" and point "D".

WITNESS, the hand s of said grantor s , this 11th day of
 September, A. D. 19 64.

Signed in the presence of:

Don F. Ellis

Ardis H. Ellis

STATE OF UTAH

County of Weber

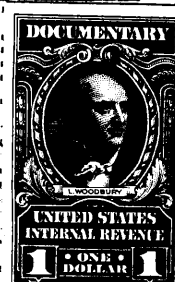
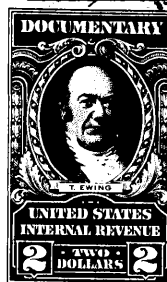
)
 : ss.
)

On the 11th day of September A. D. 1964 personally
 appeared before me Don F. Ellis and Ardis H. Ellis, his wife
 the signer of the within instrument, who duly acknowledged to me that he
 executed the same.

My Commission expires 3/24/68

Notary Public

Revised by ALV, 4/25/63



SA-98

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____	Project No. <u>I-15-8(6)334</u>	<u>Davis Co. Line - 31st</u>
Side _____ of Highway _____	Parcel No. <u>150:A</u>	<u>Street, Ogden</u>

Date September 11, 1964 Don F. Ellis & Ardis H. Ellis, his wife Grantor s
 of 4649 South 1200 West, Riverdale, Utah

No. 150:A Warranty deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed have been delivered to Anthony R. Rudelich, Jenkyn E. Powell,
NAME OF AGENT
Chief Negotiator and Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

- All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
- All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
- No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
- The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
- If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:
 (A)

Pay cash in full to the grantors for the following:

Land as described in Warranty Deed No. 150:A
 Damages
 Interest at 6% per annum from September 18, 1963, to September 11, 1964.
 Grantors hereby release and relinquish all rights of ingress to or egress
 from the grantors remaining property contiguous to the land hereby conveyed, to or from said highway.

Grantors agree to pay all taxes assess against the property.

AMOUNT

\$29,300.00

\$ 1,729.10

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 31,029.10

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By Anthony R. Rudelich
RIGHT OF WAY AGENT
 By Clarence Williams
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by DEC 4 1964
 Road Commission

Bo Taylor Burton

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Don F. Ellis
Ardis H. Ellis

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6) 334

PARCEL NO. 150:A

Supplement Holbrook \$ 29,300.00
Pre-negotiation appraisals
Smith \$ 28,000.00

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ 21,175.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ 8,125.00

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount \$ 29,300.00

6. ~~Salvage amount~~ Interest at the rate of 6% per annum from Sept. 18, 1963 to September 11, 1964 \$ 1,729.10

Net Amount \$ 31,029.10

Explain items in detail

Settlement made on the approved appraisal plus interest from the order of occupancy.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Anthony S. Budelich

Date September 14, 1964

441685

STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR

DEC 31 10 43 AM '64

BOOK 793 PAGE 484

Follows 2414 SD (12)

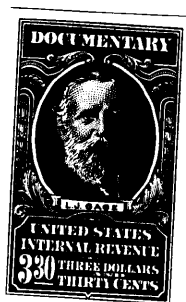
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IN BOOK OF RECORDS

RUTH COOPER-RECORDS

76
Warranty DeedParcel No. 15-8:150:S
Project No. 1-15-8(6)334Don F. Ellis and Ardis Ellis
of Weber County

, Grantors,

hereby convey__ and warrant__ to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Two Thousand Four Hundred Seventy Four & no/100 Dollars,
the following described parcel of land in Weber County, State of Utah, to-wit:A parcel of land situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W.,
S.L.B.&M. The boundaries of said parcel of land are described as follows:Beginning at a point 170.0 ft. perpendicularly distant southeasterly from
the center line of said project at Engineer Station 955+38.42, which point is
approximately 930 ft. N. 89°33' E. and 173 ft. south from the center of said
Section 12; thence S. 69°18' E. 119.7 ft.; thence S. 2°20' E. 138 ft., more
or less, to the southeasterly boundary line of the grantors land; thence
S. 38°15' W. 396 ft., more or less, to the south boundary line of said grantors
land; thence S. 89°33' W. 378 ft., more or less, along said south boundary line
to a point 140.0 ft. perpendicularly distant southeasterly from said center
line; thence N. 44°45' E. 80 ft., more or less, to a point opposite Engineer
Station 949+00; thence N. 47°26' E. 639.1 ft. to the point of beginning. The
above described parcel of land contains 3.27 acres, more or less.~~Together with all water rights pertaining to the above described land.~~WITNESS, the hand__ of said Grantor__, this 29th
December, A. D. 19 64.

Signed in the presence of:

*Don F. Ellis**Ardis Ellis*

STATE OF Utah)

) ss.

County of Weber)

On the 29th day of December, A. D. 19 64, personally
appeared before me Don F. Ellis and Ardis Ellis, wife

the signer__ of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 1/19/66

London S. Wood
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. I-15-8(6)334 Davis Co. Line - 31st Street, Ogden
Side _____	of Highway _____	Parcel No. 150:S

Date **Sept. 11, 1964** Don F. Ellis & Ardis H. Ellis, his wife Grantor **s**
 of **4649 South 1200 West, Riverdale, Utah**

No. **150:S** **Warranty Deed** deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed **will be** delivered to **Anthony R. Rudelich & Jenkyn E. Powell**,
NAME OF AGENT
Chief Negotiator & Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
 4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
 6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) **AMOUNT**
Pay cash in full to the grantors for the following:

Land as described in Warranty Deed No. 150:S

\$ 2,474.00

Grantors warrant all taxes are paid including the year of 1963.

APPROVAL OF CONSTRUCTION ITEMS:

By *[Signature]*
DISTRICT ENGINEER

Total Cash Settlement \$ **2,474.00**

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval
 By *[Signature]*
RIGHT OF WAY AGENT
 By *[Signature]*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature]
[Signature]

Approved by **OCT 23 1964**
 Road Commission _____ 19 _____

[Signature]
Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

Holbrook

\$ 2,474.00 Aprv.

PARCEL NO. 150:S

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way 3.34 acres at _____ per acre \$ 2,474.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

\$ 2,474.00

Explain items in detail

Settlement was made on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

John E. Gault

Date

8/2/64

BOOK 866 PAGE 12

FILED AND RECORDED FOR

State Road Commission

1967 JUL 10 PM 12 16

Plotted ☒ Indexed ☒
 Recorded ☒ Abstracted ☒
 Compared ☒ Page 240
 Follows

RUTH EAMES OLSEN

WEBER COUNTY RECORDER

DEPUTY *William R. Peterson*

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

STATE OF UTAH, by and through
its ROAD COMMISSION,

Plaintiff,

-vs-

GOLDEN W. HARRIS and JULIANNE
HARRIS, his wife,

Defendants.

FINAL ORDER OF CONDEMNATION

Civil No. 42,033

Project No. I-15-8(6)334

Parcel No. 151:A

Total Payment: \$53,143.17

It appearing to the court and the court now finds that heretofore, on the 27th day of March, 1967, this court made and entered its judgment in the above entitled proceeding, and said judgment is hereby referred to; and

It appearing to the court and the court now finds that pursuant to the law and the said judgment the plaintiff did pay said judgment to the defendants, Golden W. Harris and Julianne Harris, his wife, together with all interest required by said judgment to be paid; and

It further appearing to the court that the plaintiff has made all payments as required by law and order of this court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being given by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcel of land hereinafter described is hereby taken and condemned in fee simple title for the purpose described and set forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJULGED AND DECREED that a copy of this Final Order of Condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:151:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S. L. M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly right of way line of the U. P. R. R. and the northerly right of way line of 4400 South Street in Riverdale, which point is approximately 2 rods north and 501 ft. N. 89° 33' E. from the SW. corner of the NE $\frac{1}{4}$ of said Section 12; thence Easterly 848.5 ft. along said northerly right of way line to the east line of the W $\frac{1}{2}$ of said NE $\frac{1}{4}$; thence N. 00° 05' W. 697 ft., more or less, to a point 170.0 ft. perpendicularly distant northwesterly from the center line of said project; thence S. 44° 45' W. 960 ft., more or less, to a point 70.0 ft. perpendicularly distant northerly from the center line of 4400 South Street relocation; thence N. 76° 30' W. 10 ft., more or less, to a point of tangency with a 642.96 ft. radius curve to the left, opposite 4400 South Street relocation Engineers Station 21+07.63; thence Westerly 130 ft., more or less, along the arc of said curve to said easterly right of way line; thence S. 38° 15' W. 47 ft., more or less, to the point of beginning. The above described parcel of land contains 5.60 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT IN AND FOR

WEBER COUNTY STATE OF UTAH

STATE OF UTAH, by and through :
its ROAD COMMISSION,

Plaintiff, :

-vs-

GOLDEN W. HARRIS and JULIANNE :
L. HARRIS, his wife; GIBBONS :
AND REED COMPANY, a Utah cor- :
poration; and GIBBONS REALTY :
COMPANY, a Utah corporation,

Defendants. :

ORDER OF

IMMEDIATE OCCUPANCY

Civil No+ 42033

Project No. I-15-8(6)334

Parcel 151A, 152A, 172D, 173A, 172B, 174A

The plaintiff's motion for an Order of Immediate Occupancy

having come on regularly for hearing before the above entitled Court on the 18th day of May, 1964, at 10:00 A.M., and it having been shown to the satisfaction of said Court that notice of such motion has been given to the defendants above named in the manner prescribed by law; and the Court having heard the evidence offered by the plaintiff in support of such motion, and having determined 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 premises is necessary and proper.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the plaintiff be, and it is hereby permitted and authorized to occupy the premises belonging to the defendants above named, which premises are sought for highway purposes or concerning which premises, easements or other rights for highway purposes are sought, all such property

MAY 22 2 58 PM '64

WENDELL HANSEN, CO. CLERK

FILED BY

DEPUTY

ENTRY NO.

9575

easements or other rights as required by the plaintiff herein, and the property belonging to the defendants as affected thereby being particularly set out and described in the Complaint on file in this action, and the plaintiff is hereby permitted to take immediate possession of said properties of said defendants as required and as described and as set out in plaintiff's Complaint and to continue the possession of the same pending further hearing and trial upon 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 and according to the nature thereof, provided, however, that the defendants Gibbons and Reed Company and Gibbons Realty Company shall be given additional time, to and including September 1, 1964, in order that they may relocate their asphalt operation.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing upon the issues presented, the plaintiff shall protect any private drains now crossing the proposed highway right of way, and further, 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 highway 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 AND ADJUDGED that pending further hearing and trial upon the issues that may be presented in this action, and subject to the conditions herein set forth, the defendants and their agents, servants and employees be and they are hereby restrained and enjoined from hindering or interfering with the plaintiff, or any of the agents, employees or contractors of the plaintiff in

the occupation of the said premises required by plaintiff, as particularly described and set forth in plaintiff's Complaint, or in the doing of such work thereon as may be required for the purposes for which it is sought to condemn the said property, as set forth in said Complaint.

Dated this 22nd day of May, 1964.

Charles L. Cowley
DISTRICT JUDGE

A. PRATT KESLER
Attorney General

ROBERT S. CAMPBELL, JR.
Special Assistant Attorney General

Attorneys for Plaintiff
236 State Capitol
Salt Lake City, Utah

STATE OF UTAH
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 25th DAY OF May 1964
WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST. COURT
BY G. M. Youngberg DEPUTY

RIGHT OF ENTRY AGREEMENT

Project No. I-15-8(6)334

Parcel No. 151:A

The undersigned hereby grant__ to the State Road Commission 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.

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly right of way line of the U.P.R.R. and the northerly right of way line of 4400 South Street in Riverdale, which point is approximately 2 rods north and 501 ft. N. 89°33' E. from the SW. corner of the NE $\frac{1}{4}$ of said Section 12; thence Easterly 848.5 ft. along said northerly right of way line to the east line of the W $\frac{1}{2}$ of said NE $\frac{1}{4}$; thence N. 00°05' W. 697 ft., more or less, to a point 170.0 ft. perpendicularly distant northwesterly from the center line of said project; thence S. 44°45' W. 960 ft., more or less, to a point 70.0 ft. perpendicularly distant northerly from the center line of 4400 South Street relocation; thence N. 76°30' W. 10 ft., more or less, to a point of tangency with a 642.96 ft. radius curve to the left, opposite 4400 South Street relocation Engineers Station 21+07.63; thence Westerly 130 ft., more or less, along the arc of said curve to said easterly right of way line; thence S. 38°15' W. 47 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 5.60 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

Together with any and all abutters rights of underlying fee to the center of existing rights of way appurtenant to this conveyance.

State Road Commission to pay 6% per annum on final total settlement from the date of Right of Entry Agreement.

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 State Road Commission 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.

Witness:

STATE OF UTAH)

ss.

County of Weber)

On the 12th day of Dec., A. D. 1963 personally appeared before me _____ the signer 3

of the within instrument, who duly acknowledged to me that They executed the same.

My Commission expires: 15 September 66

Raymond K. Lundy
Notary Public

Utah State Dept. of Highways

State Office Bldg

Filed ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

BOOK 800 PAGE 446

446699

RECORDED FOR

State Road Commission
1965 MAR 19 PM 11 50

Follows
1068 DT

IN THE SECOND DISTRICT COURT IN AND FOR THE COUNTY OF WEBER

ROTH LAMAR OLSEN
COUNTY RECORDER
DEPUTY *Lillian J. Peterson*

STATE OF UTAH

STATE OF UTAH, by and through its ROAD COMMISSION,
Plaintiff,
-vs-
CIVIL No. 42033
GOLDEN HARRIS, et al.,
* * * * *
Project No. I-15-8(6)334
Parcel No. 15-8:152:A
Total Judgment: \$31,573.95
GIBBONS AND REED COMPANY, A Utah Corporation.
Defendants.

It appearing to the Court and the Court now finds that heretofore, on the 4th day of August, 1964, this Court made and entered its judgment in the above entitled proceeding, and said judgment is hereby referred to; and

It appearing to the Court and the Court now finds that pursuant to the law and the said judgment the plaintiff did pay said judgment to the defendants, Gibbons and Reed Company, A Utah Corporation, together with interest required by said judgment to be paid; and

It further appearing to the Court that the plaintiff has made all payment as required by law and order of this Court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being by the Court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcel of land hereinafter described is hereby taken and condemned in fee simple title for the purposes described and set forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

DT OF 1068 DT & ALL OF 1068 DT INTO FOLLOWING 1068 DT

STATE OF UTAH
COUNTY OF WEBER

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL ON FILE IN MY OFFICE DATED THE 25th DAY OF Feb 1965

WENDELL HANSEN, COUNTY CLERK & EX OFFICIO CLERK OF 2nd DIST COURT
BY *Wm E. Hansen* DEPUTY

FEB 25 3 10 PM 1965

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and an use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this Final Order of Condemnation be filed with the County recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:152:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of said entire tract, which point is approximately 1333 ft. west and 380 ft. north from the E $\frac{1}{4}$ corner of said Section 12; thence N. 89° 04' E. 270.68 ft.; thence N. 12° 59' E. 130.26 ft.; thence S. 86° 59' E. 50.0 ft.; thence N. 13° 09' E. 86.65 ft.; thence N. 17° 05' E. 110.55 ft.; thence N. 89° 04' E. 126 ft., more or less, to a point 50.0 ft. radially distant southeasterly from the center line of a frontage road for said project; thence Northeasterly 160 ft., more or less, along the arc of an 1859.86 ft. radius curve to the right to a point opposite frontage road Engineer Station 21+63.84 (Note: Tangent to said curve at its point of beginning bears approximately N. 27° 57' E.); thence N. 32° 53' E. 365 ft., more or less, to a northerly boundary line of said entire tract; thence N. 78° 50' W. 55 ft., more or less, to an easterly boundary line of said entire tract; thence N. 05° 58' W. 170.0 ft.; thence N. 04° 15' W. 305.0 ft.; thence N. 85° 12' W. 275 ft. to the southeasterly right of way line of the U.P.R.R.; thence S. 38° 15' W. 707.9 ft.; thence South 407.2 ft.; thence S. 00° 05' E. 310.5 ft. to the point of beginning. The above described parcel of land contains 14.91 acres, more or less, of which 1.55 acres, more or less, are now occupied by the existing 1250 West Street in Riverdale and the U.P.R.R. Balance 13.36 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

Dated this 25 day of February, 1965.

Charles G. Cowley
JUDGE

STATE OF UTAH
COUNTY OF WEBER

OF THE ORIGINAL AND TRUE COPY
DATED THIS 25th DAY OF FEBRUARY 1965

WENDELL HANSEN, COUNTY CLERK &

EX OFFICIO CLERK OF DIST. COURT

DEPUTY

RIGHT OF ENTRY AGREEMENT

Project No. I-15-8 (6) 334

Parcel No. 152:A

The undersigned hereby grant__ to the State Road Commission 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.

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SE1/4NE1/4 and the NE1/4NE1/4 of Section 12, T.5 N., R.2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of said entire tract, which point is approximately 1333 ft. west and 380 ft. north from the E1/4 corner of said Section 12; thence N. 89°04' E. 270.68 ft.; thence N. 12°59' E. 130.26 ft.; thence S. 86°59' E. 50.0 ft.; thence N. 13°09' E. 86.65 ft.; thence N. 17°05' E. 110.55 ft.; thence N. 89°04' E. 126 ft., more or less, to a point 50.0 ft. radially distant southeasterly from the center line of a frontage road for said project; thence Northeasterly 160 ft., more or less, along the arc of an 1859.86 ft. radius curve to the right to a point opposite frontage road Engineer Station 21+63.84 (Note: Tangent to said curve at its point of beginning bears approximately N. 27°57' E.); thence N. 32°53' E. 365 ft. more or less, to a northerly boundary line of said entire tract; thence N. 78°50' W. 55 ft., more or less, to an easterly boundary line of said entire tract; thence N. 05°58' W. 170.0 ft.; thence N. 04°15' E. 305.0 ft.; thence N. 78°50' W. 65.0 ft.; thence N. 85°12' W. 275 ft. to the southeasterly right of way line of the U.P.R.R.; thence S. 38°15' W. 707.9 ft.; thence South 407.2 ft.; thence S. 00°05' E. 310.5 ft. to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 15.14 acres, more or less, of which 1.55 acres, more or less, are now occupied by the existing 1250 West Street in Riverdale and the U.P.R.R. Balance 13.59 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

State Road Commission to pay 6% per annum on final total settlement from the date of Right of Entry Agreement.

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 State Road Commission 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.

Witness:

Emery M. Carter
Secretary

GIBBONS & REED CO.
[Signature]
Grantor

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

On the 13th day of December, A. D., 1963, personally appeared before me J. P. Gibbons the signer of the within instrument, who duly acknowledged to me that he executed the same.

My commission expires: August 4, 1966

[Signature]
Notary Public

WARRANTY DEED Description No. 15-8:153:A
(Controlled Access) Project No. 1-15-8(6)334

RUTH EARNES OLSEN
WEBER COUNTY RECORDER

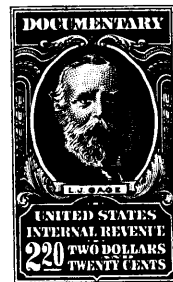
DEPUTY Georgia B. Barney, a woman, grantor(s)
Virginia Newton
of Riverdale, County of Weber, State of Utah

hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF
UTAH, Grantee, for the sum of One thousand five hundred and sixty and no/100
the following described tract of land in Weber County, State of
Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part
of an entire tract of property in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T.
5 N., R. 2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of said entire tract which point is 1006.5 ft.
north, 330 ft. N. 75°31' W. and 264 ft. N. 78°50' W. from the E $\frac{1}{4}$ corner of said
Section 12; thence N. 03°13'21" E. 238.51 ft.; thence S. 78°40' E. 176 ft.,
more or less, to a point 50.0 ft. perpendicularly distant southeasterly from
the center line of a frontage road for said project; thence S. 32°53' W. 256 ft.,
more or less, to the southerly boundary line of said entire tract; thence N. 78°
50' W. 55 ft., more or less, to the point of beginning as shown on the official
map of said project on file in the office of the State Road Commission of Utah.
Above described parcel of land contains 0.63 acre, of which 0.11 acre, more or
less, is now occupied by the existing 1250 West Street in Riverdale. Balance
0.52 acre, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water
assessments now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah
Code Annotated 1953, as amended, said highway to consist of inner through
traffic lanes and adjacent frontage road, the grantor(s) hereby release(s)
and relinquish(es) to the grantee, any and all rights or easements appurtenant
to the grantors remaining property by reason of the location thereof with refer-
ence to said highway, including, without limiting the foregoing, all rights of
ingress to or egress from the grantors remaining property contiguous to the lands
hereby conveyed to or from said inner lanes; provided, however, that such remain-
ing property of the grantor(s) shall abut upon and have access to said frontage
road which will be connected with said inner through traffic lanes only at such
points as may be established by public authority.

WITNESS, the hand s of said grantor s, this 28th day of February
Georgia B. Barney, A.D. 19 64

Signed in the presence of: Georgia B. Barney

STATE OF UTAH)
COUNTY OF Weber) ss.

On the 28th day of February, A.D. 19 64, personally
appeared before me Georgia B. Barney, a woman
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires 10-10-65

Notary Public

427861 *200 fee*

FILED AND RECORDED FOR

State Road Commission

1964 JUL 5 AM 11 53

BOOK 775 PAGE 638

EASEMENT

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

WUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Virginia Wilson*

Parcel No. 15-8:153:E
Project No. I-15-8(6)334

Georgia B. Barney, a woman, Grantor,
of Riverdale, County of Weber, State of Utah,
hereby grant and convey to the State Road Commission of Utah, Grantee, for
the sum of One hundred and forty and no/100 Dollars
an easement upon part of an entire tract of property in the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec-
tion 12, T. 5 N., R. 2 W., S.L.M. in Weber County, Utah, for the purpose
of constructing thereon an irrigation facility and appurtenant parts
thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of entire tract is a parcel of land 15.0 ft. wide adjoining
southeasterly the southeasterly right of way line of a frontage road for
said freeway. Said southeasterly right of way line is described as follows:

Beginning on said southeasterly right of way line opposite frontage
road Engineer Station 26+30, which point is approximately 1007 ft. north
and 475 ft. west from the E $\frac{1}{4}$ corner of said Section 12; thence N. 32°53' E.
147 ft., more or less, to the northerly boundary line of said entire tract.
The above described parcel of land contains 0.05 acre, more or less.

After said irrigation facility is constructed on above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said
irrigation facility or appurtenant parts thereof.

WITNESS, the hand of said grantors, this 28th day of
February, A.D. 1964.

Signed in the presence of:

J. E. Z...

Georgia B. Barney

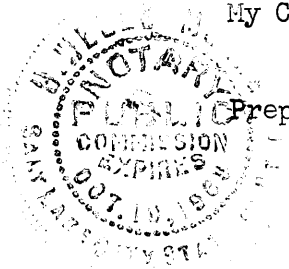
STATE OF UTAH)
: ss.
County of Weber)

On the 28th day of February, A.D. 1964, personally appeared
before me Georgia B. Barney, a woman
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires 10-10-65

H. McC...
Notary Public

Prepared by JLB, 9-13-63



Entered by Court Clerk

IN THE CITY COURT OF OGDEN CITY, COUNTY OF WEBER,
STATE OF UTAH.

CREDIT BUREAU OF OGDEN,
a corporation,

Plaintiff

Vs

SATISFACTION OF JUDGMENT

No. 29227

Defendant. Bend L. Barney

To the Clerk of the above-entitled Court:

You will please enter full satisfaction of judgment in
the above-entitled action.

Dated:

James H. Hinkle
Plaintiff's Attorney.

Beginning at the SW. corner of said entire tract which point is 1006.5 ft. north, 330 ft. N. 75°31' W. and 264 ft. N. 78°50' W. from the E $\frac{1}{4}$ corner of said Section 12; thence N. 03°13'21" E. 238.51 ft.; thence S. 78°40' E. 176 ft., more or less, to a point 50.0 ft. perpendicularly distant southeasterly from the center line of a frontage road for said project; thence S. 32°53' W. 256 ft., more or less, to the southerly boundary line of said entire tract; thence N. 78°50' W. 55 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 0.63 acre, of which 0.11 acre, more or less, is now occupied by the existing 1250 West Street in Riverdale. Balance 0.52 acre, more or less.

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station	973/00	to Station	975/60	Project No.	I-15-8(6)334	44th S. to 31st Street in Ogden
					153:E	At 4210 South 1150 West
	Easterly	Side	of Highway	Parcel No.	153:A	Riverdale

Date February 28, 1964 Georgia B. Barney, a Woman Grantor

of 4210 South 1150 West, Riverdale, Weber County, Utah

No. 153:A Warranty deed for a tract of land for State highway purposes

over property described in said deed has been delivered to H. Wells Meeks

Right-of-Way Agent, as escrow agent, with instructions to deliver said deed to

the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.
Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

Land as described in warranty deed No. 15-8:153:A
Improvements located on said tract.

Land as described in easement No. 15-8:153:E

7. All real property, fixtures, and improvements in and about the premises become the property of the State Road Commission.

8. The Grantor may occupy the property for sixty (60) days from the approval date of this contract.

9. A deposit of \$250.00 will be withheld from this settlement until such time as Grantor notifies the property manager of the Grantor's intention to vacate, an inspection is made, and the keys surrendered.

10. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands herein conveyed in Deed No. 15-8:153:A to or from the said highway; except that the Grantor shall have access to the frontage road wherein it abutts the Grantor's remaining property.

11. The Grantor hereby agrees to pay all taxes that have been assessed against the said property.

APPROVAL OF CONSTRUCTION ITEMS:

By W. M. Phillips
DISTRICT ENGINEER

Total Cash Settlement \$ 4,200.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT
By Clarence Wilkins
ADMINISTRATOR, RIGHT OF WAY DIVISION

Approved by
Road Commission

MAR 3 1 1964

Clarence Wilkins
Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Georgia B. Barney

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N. Smith \$ 4,200.00
PARCEL NO. 153:A and 153:E Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 0.52 acres at \$3,000.00 per acre \$ 1,560.00
Easement 0.05 acres at \$3,000.00 per acre \$ 140.00

2. Value of improvements taken or destroyed: \$ 2,500.00

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 4,200.00

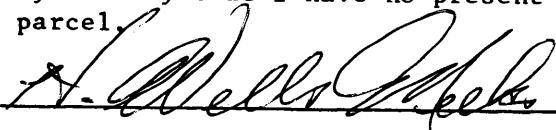
6. Salvage, amount \$ _____

Net Amount \$ 4,200.00

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by 

Date 6 March 1964

(15)

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. Line to

Name Georgia Barney

31st St. in Ogden

Address 4210 S. 1150 West

Parcel No. 153:A

Riverdale, Utah

Auth. No. 5850

Ex. 48700

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his relocation moving expenses calculated by the method checked below:

Plan A: Fixed Payment Schedule

<u>Residences:</u>				<u>Apartments:</u>			
	<u>Maximum</u>				<u>Maximum</u>		
	<u>Payment</u>				<u>Payment</u>		
1 room	\$ 40.00	6 rooms	\$140.00	1 room	\$ 25.00	6 rooms	\$ 85.00
2 rooms	55.00	7 rooms	160.00	2 rooms	35.00	7 rooms	100.00
3 rooms	75.00	8 rooms	180.00	3 rooms	45.00	8 rooms	125.00
4 rooms	100.00	9 or more		4 rooms	60.00	9 or more	
5 rooms	125.00	rooms	200.00	5 rooms	70.00	rooms	150.00

Number of Rooms \$

A compensable room must contain a minimum of seventy (70) square feet of floor space and be occupied or must contain a reasonable amount of furniture or personal property to be moved. An attic, basement room or outbuilding will be considered a room if it meets these requirements.

(x) Plan B: Actual Moving Expenses. As evidenced by certified invoice from a licensed mover.

If the applicant selects Plan "A", the amount of compensation shall be predetermined by the Relocation Officer by filling in the number of eligible rooms and the proper amount (dollars) in the blank space following Plan "A". In either method, the amount shall not exceed \$200.00.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I am the head of a family or household; and qualify to receive relocation moving expenses under the laws of Utah. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

April 15, 1964
Date

Georgia Barney
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

MAY 27 1964
Date

OD
Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

(X) Individual

Project No. I-15-8(6)334

() Family

Project Name Davis County Line to

Claimant Georgia Barney

31st Street in Ogden

Address of Claimant ⁴²¹⁰4210 S. 1150 West

Parcel No. 153:A

Riverdale, Utah

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- (X) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. ~~State possession of real property between State and owner.~~
() 3. ~~Title to real property conveyed to State by owner.~~
() 4. ~~Binding contract for purchase of real property between State and owner.~~
() 5. ~~Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.~~

Date of removal of personal property ~~July 28, 1964~~ June 30, 1964

New Address of Claimant 2941 Madison Avenue, Ogden, Utah

Name and address of moving company ~~self move~~ Richard Gale, Scott Clawson, W. R. Hipwell

Expenses incurred (by elected method Plan B) \$ 205.00

Storage Expenses (See details on Form Rel. 6)

\$

Total Claim \$ 205.00

Amount of Claim Allowed \$ 200.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

August 26, 1964

Date

Georgia Barney
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

SEP - 2 1964

Date

D. Keith Miller
Relocation Officer

Date Paid

Voucher No.

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co. Line to 31st
Parcel No. 153:A Street, Ogden

THIS AGREEMENT made and entered into this 26th
day of August, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road Commission"
and Georgia B. Barney, 2941 Madison Avenue, Ogden, Utah
, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second Part cash in the amount of \$ 200.00 as reimbursement of expenses incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above set out sum shall constitute full and complete satisfaction of all obligations under this contract on the part of the Road Commission and further agrees that said sum is payment in full.

Sergio B. Barney

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By *D. Smith Miller*
Relocation Officer

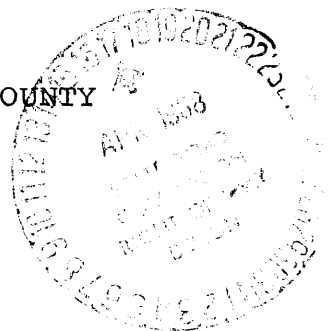
By Clarence Watkins
Administrator, Right of Way Division

Approved by
Road Commission Mar. 5, 1965

Clarence J. Alred
Commission Secretary

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH



STATE OF UTAH, by and through :
its ROAD COMMISSION, :
Plaintiff, : FINAL ORDER OF CONDEMNATION
. :
-v- : Civil No. 41,128
:
GORDON G. HOWES, et al. :
* * * : Project No. I-15-8(6)334
ROWLAND S. BINGHAM and : Parcel Nos. 139, 139:A, 139B:A
KATHERINE C. BINGHAM, his wife, : and 139:E
Total Payment: \$34,813.60
Defendants. :

It appearing to the court and the court now finds that heretofore, on the 8th day of December, 1966, this court made and entered its judgment in the above entitled proceeding, and said judgment is hereby referred to; and

It appearing to the court and the court now finds that pursuant to the law and the said judgment, the plaintiff did pay said judgment to the defendants, Rowland S. Bingham and Katherine C. Bingham, his wife, together with all interest required by said judgment to be paid; and

It further appearing to the court that the plaintiff has made all payments as required by law and order of this court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being given by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcels of land hereinafter described are hereby taken and condemned in fee simple title as to Parcel Nos. 139 and 139:A and for access rights as to Parcel No. 139B:A, and for easement rights as to Parcel No.

139:E, for the purpose described and set forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this final order of condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title as to Parcel Nos. 139 and 139:A, for access rights as to Parcel No. 139B:A, and for easement rights as to Parcel No. 139:E in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title as to Parcel Nos. 139 and 139:A, for access rights as to Parcel No. 139B:A, and for easement rights as to Parcel No. 139:E in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:139

A parcel of land in fee for a service road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S. L. M. The boundaries of said parcel of land are described as follows:

Beginning on the east line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ at a point 50.0 ft. radially distant westerly from the center line of said service road, which point is approximately 955 ft. south along said east line from the N $\frac{1}{4}$ corner of said Section 13; thence Northerly 20 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the northerly boundary line of said entire tract (Note: Tangent to said curve at its point of beginning bears approximately N. 18° 32' W.); thence S. 87° 35' E. 7 ft., more or less, to said east line; thence South 18 ft., more or less, along said east line to the point of beginning. Above described parcel of land contains 0.002 acre, more or less.

Follows 1146 DT (1)

Parcel No. 15-8:139:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S. L. M. The boundaries of said parcel of land are described as follows:

Beginning at a point 120.0 ft. radially distant westerly from the center line of said project opposite Engineer Station 911+55.4, which point is approximately 1235 ft. south and 947 ft. west from the N $\frac{1}{4}$ corner of said Section 13; thence Northerly 39.7 ft. along the arc of a 5609.58 ft. radius curve to the left to a point opposite Engineer Station 911+95.99 (Note: Tangent to said curve at its point of beginning bears N. 6° 28' E.); thence N. 06° 04' E. 297., more or less, to the northerly boundary line of said entire tract; thence S. 87° 35' E. 241 ft., more or less, to a point 120.0 ft. perpendicularly distant easterly from said center line; thence S. 06° 04' W. 310 ft., more or less, to a point of tangency with a 5849.58 ft. radius curve to the right opposite Engineer Station 911+95.99; thence Southerly 105 ft., more or less, along the arc of said curve to the south boundary line of said entire tract; thence N. 89° 35' W. 274 ft., more or less, to the west boundary line of said entire tract; thence North 90 ft., more or less, to a point N. 83° 32' W. from the point of beginning; thence S. 83° 32' E. 41 ft., more or less, to the point of beginning. Above described parcel of land contains 2.38 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

Parcel No. 15-8:139B:A

ACCESS RIGHTS for a freeway known as Project No. 15-8, over and across the southerly and southeasterly boundary lines of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S. L. B. & M. Said southerly and southeasterly boundary lines are the northerly and northwesterly right of way lines of a highway known as F.A. Project No. 114-A and is described as follows:

Beginning on said northwesterly right of way line at a point opposite Engineer Station 42+10.5, which point is approximately 71 ft. north from the SE. corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence S. 57° 05' W. 130 ft., more or less, to said northerly right of way line; thence Westerly 97 ft., more or less, along said northerly right of way line to a point 141 ft. radially distant northwesterly from the center line of said F.A. Project No. 114-A.

By reason of the property location with reference to the northerly and northwesterly side lines of said freeway known as Project No. 15-8 (formerly FA-Project No. 114-A) adjoining said southerly

and southeasterly boundary lines of said entire tract, the State Road Commission of Utah acquires all rights of access to or from said highway over and across said southerly and southeasterly boundary lines, which access here, now, and forever shall be closed to the Owners, their heirs, successors and/or assigns. Said entire tract has access to and from said highway through 1500 West Street in Riverdale which said street adjoins easterly said entire tract.

Parcel No. 15-8:139:E

An easement upon part of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S. L. B. & M. in Weber County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining westerly the following described portion of the westerly side line of said project:

Beginning at a point 120.0 ft. radially distant westerly from the center line of said project at Engineer Station 911+55.4, which point is approximately 1235 ft. south and 947 ft. west from the N $\frac{1}{4}$ corner of said Section 13; thence Northerly 39.7 ft. along the arc of a 5609.58 foot-radius curve to the left to a point opposite Engineer Station 911+95.99 (Note: Tangent to said curve at its point of beginning bears N. 06° 28' E.); thence N. 06° 04' E. 297 ft., more or less, to the northerly boundary line of said entire tract. The above described parcel of land contains 0.04 acre, more or less.

After said irrigation facility is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility and appurtenant parts thereof.

Dated this 12th day of April, 1968.

PARLEY E. NORSETH

DISTRICT JUDGE

STATE OF UTAH
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE,
DATED THIS 12 DAY OF Apr, 1968
WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2ND DIST. COURT
By [Signature] DEPUTY

This pleading was prepared in the Office of the Attorney General
of the State of Utah.

503538

No fee

FILED AND RECORDED FOR

Utah State Deputy
1968 APR 22 AM 11 27

[Signature]
CHARLES M. PICKETT

Assistant Attorney General
State Capitol
Salt Lake City, Utah 84114

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY [Signature]

Plotted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

Pt. of 1146XDT

Utah State Dept of Highways
State Office Bldg.
Rm 404
S. L. C. 84114

BOOK 853 PAGE 307

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FILED AND RECORDED FOR

State Road Commission

1967 JAN 18 AM 11 36

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

STATE OF UTAH, by and through:
its ROAD COMMISSION,

Plaintiff,

-vs-

GORDON G. HOWES, et al.,

* * * * *

ROLAND S. BINGHAM and
KATHERINE C. BINGHAM, his
wife; BENEFICIAL LIFE
INSURANCE COMPANY,

Defendants.

AMENDED ORDER
OF
IMMEDIATE OCCUPANCY

Civil No. 41178
Project No. 1-15-8(6)334
Parcel No. 139:E

Filed ☐
Recorded ☒
Compared ☐
Page ☐
Abstracted ☒
Indexed ☒

Based upon the Acknowledgement and Stipulation heretofore
filed with the court in the above entitled action and for good
cause showing;

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that
the plaintiff be, and it is hereby permitted and authorized to
occupy the premises belonging to the above-named defendants, which
premises are sought for highway purposes or concerning which premises,
easements or other rights for highway purposes are sought, all such
property easements or other rights as required by the plaintiff
herein, and the property belonging to the defendants as affected
thereby being particularly set out and described in the Second
Amended Complaint here on file in this action, and in the Second
Amended Resolution filed in this action, a copy of which is hereto
annexed, and the plaintiff is hereby permitted to take immediate
possession of said properties of said defendants as required and as
described and as set out in plaintiff's Second Amended Complaint,
and to continue the possession of the same, pending further hearing
and 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 and according to the nature thereof.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing on the issues presented, the plaintiff shall protect any private drains now crossing the proposed highway right of way, and further, that prior to destruction or removal of any fence on or along the property condemned, the plaintiff shall make adequate provisions for a fence along the highway 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 properities.

IT IS FURTHER ORDERED AND ADJUDGED that pending further hearing and trial on the issues that may be presented in this action, and subject to the conditions herein set forth, the defendants and their agents, servants and employees be, and they are hereby restrained and enjoined from hindering or in any way interfering with the plaintiff, or any of the agents, employees or contractors of the plaintiff in the occupation of the said premisses required by plaintiff, as particularly described and set forth in plaintiff's Second Amended Complaint, 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 said Second Amended Complaint.

Dated this 21st day of Dec., 1966.

PARLEY E. NORSETH

DISTRICT JUDGE

TOM G. PLATIS
Assistant Attorney General
Attorney for Plaintiff
236 State Capitol Building
Salt Lake City, Utah 84114

STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 29th DAY OF Dec 1966

WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST. COURT
BY W. J. Hansen, DEPUTY

This pleading was prepared by the Office of the Attorney General of the State of Utah.



TOM G. PLATIS
Assistant Attorney General
236 State Capitol Building
Salt Lake City, Utah 84114

Plaintiff's Address:

603 State Office Building
Salt Lake City, Utah 84114

Ref. No. 334-22A

SECOND AMENDMENT TO CONDEMNATION RESOLUTION
HIGHWAY PROJECT NO. 1-15-8(6)334
Davis County Line - 31st Street in Ogden

WHEREAS, the State Road Commission of Utah by Resolution found and declared that public interest and necessity required the acquisition, construction, and completion as a public improvement, by the State of Utah acting through the State Road Commission, of that portion of a State Highway identified as Highway Project No. 1-15-8(6)334 in the County of Weber, State of Utah; that said public improvement was planned and located in a manner most compatible with the greatest public good and the least private injury, and has been designated as a limited-access facility as provided by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended.

WHEREAS, the Attorney General of Utah was requested through a certified copy of a resolution adopted by the State Road Commission of Utah and approved by the Director of Highways for said State Road Commission on the 29th day of August 1963, to acquire in the name of the State Road Commission of Utah certain described real property or interests in real property by condemnation in accordance with the Statutes and the Constitution of Utah relating to eminent domain, and to make application in the court having jurisdiction for an order permitting the said State Road Commission to take immediate possession of the identified parcels of real property or interests therein for highway purposes, reference being made to said Resolution for descriptions of said parcels, and

WHEREAS, an amendment to said Resolution was adopted on the 26th day of November 1965, to permit the addition of a parcel of land identified as Parcel No. 15-8:139B:A and the revision of a parcel of land identified as Parcel No. 15-8:145B in said Resolution, reference being made to the First Amendment to said Condemnation Resolution Ref. No. 334-21A,

WHEREAS, it is now the desire of said State Road Commission to further amend said Resolution of the 29th day of August 1963, to permit the addition of a parcel of land identified as Parcel No. 15-8:139:E in said Resolution,

NOW, THEREFORE BE IT RESOLVED by said State Road Commission that the Attorney General of Utah be advised of this Second Amendment to said Condemnation Resolution and its contents, and

BE IT FURTHER RESOLVED by this Commission that except for said revisions and additions said Resolution of the 29th day of August 1963, remain in full force and effect.

Said parcel as added is described as follows:

HIGHWAY PROJECT NO. 1-15-8(6)334
PAGE 2

RECORDED OWNERS: Roland S. Bingham and Katherine C. Bingham
ADDRESS: 4932 South 1700 West, Riverdale, Utah
LIEN HOLDER: Beneficial Life Insurance Company
ADDRESS: Salt Lake City, Utah
Parcel No. 15-8:139:E

An easement upon part of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.B.&M. in Weber County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining westerly the following described portion of the westerly side line of said project:

Beginning at a point 120.0 ft. radially distant westerly from the center line of said project at Engineer Station 911+55.4, which point is approximately 1235 ft. south and 947 ft. west from the N $\frac{1}{4}$ corner of said Section 13; thence Northerly 39.7 ft. along the arc of a 5609.58 foot-radius curve to the left to a point opposite Engineer Station 911+95.99 (Note: Tangent to said curve at its point of beginning bears N. 06°28' E.); thence N. 06°04' E. 297 ft., more or less, to the northerly boundary line of said entire tract. The above described parcel of land contains 0.04 acre, more or less.

After said irrigation facility is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility and appurtenant parts thereof.

STATE OF UTAH
COUNTY OF WEBER) Ss
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IN BOOK 705 OF RECORD
PAGE 375
RUTH EAMES OLSEN
COUNTY RECORDER
William H. Nelson

12 Indexed ☒
12 Abstracted ☒
12 Compared ☒ Page ☒
BOOK 705 PAGE 375

State of Utah
Dept. of Engineering
State Capitol
S. L. C. Utah
I-15-8(6)334
15-8:140:T

WARRANTY DEED

Burton C. Carnahan and Audray P. Carnahan ,his wife,
of Thatcher , Idaho
hereby convey(s)and warrant(s)to the STATE ROAD COMMISSION OF UTAH
for the sum of Thirty four Thousand eight hundred and no/100----- Dollars,
the following described tract(s)of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W.,
S.L.M., the boundaries of which are described as follows:

Beginning at a point on the southwesterly boundary line of said grantors
land which point is 125.0 ft. radially distant northwesterly from the center line of
survey of highway known as F. A. Project 114-A, at Engineer's Station 29+35.6, said
point being also approximately 1890.9 ft. south and approximately 1085.7 ft. west
from the North $\frac{1}{4}$ corner of said Section 13; thence Northeasterly 668.3 ft., more or
less, along the arc of a 11584.2 ft. radius curve to the right (Note: Said curve is
tangent at the point of beginning to a line bearing N. 55° 02' E.) to a point 125.0
ft. radially distant northwesterly from said center line of survey at Engineer's
Station 35+97.2; thence N. 57° 05' E. 405.6 ft., more or less, to the north boundary
line of said grantor's land; thence Westerly 1075.0 ft., more or less, along said
north boundary line to the northwest corner of said grantors land; thence Southerly
540.0 ft., more or less, along the easterly right of way line of the old highway;
thence S. 61° 00' E. 268.6 ft., more or less, along said southwesterly boundary
line to the point of beginning. The above parcel of land contains 8.70 acres, more
or less.



WITNESS, the hand(s)of said grantor(s),this 6th day of
February A. D. 19 62
Signed in the presence of:

Burton C. Carnahan
Audray P. Carnahan

STATE OF UTAH
County of Salt Lake } ss.

On the 6th day of February A. D. 19 62 personally
appeared before me Burton C. Carnahan and Audray P. Carnahan , his Wife,

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

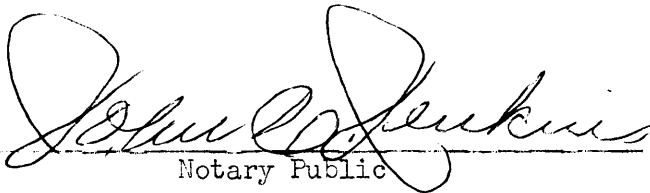
My Commission expires 5/21/65

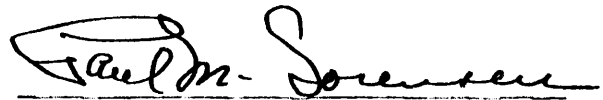
Benj. H. Andrews
Notary public

Parcel No. 15-8:140:T
Project No. I-15-8(6)334

I, Paul M. Sorensen, do hereby certify that the following is a true and correct description of the portion of Parcel No. 15-8:140:T which lies within the no access lines and is required for the construction of freeway known as Project No. I-15-8(6)334, said parcel of land is situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 13, T. 5 N., R. 2 W., S.L.M., the boundaries of which are described as follows:

Beginning at the intersection of the easterly N/A line of said project and the north boundary line of the grantors land; thence Southerly 365 feet, more or less, to the existing N/A line of Riverdale Road; thence Southeasterly 404 feet, more or less, along said existing N/A line; thence N. $61^{\circ}00'$ W. 268.8 feet; thence North 398 feet, more or less, to the westerly N/A line of said project; thence Northerly 62 feet, more or less, along said westerly N/A line to said north boundary line; thence East 582 feet to the point of beginning. Containing 6.73 acres, more or less.


Notary Public


Paul M. Sorensen
Chief Right of Way Design Engineer

My Commission expires 10-10-65

Prepared by DMA, 12-6-63
Checked by , NKR, 12-9-63

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line -
Side _____ of Highway Parcel No. 140:T 4982 So. 1700 West, Riverdale
31st Street, Ogden

Date February 6, 1962 Burton C. Carnahan & Audray P. Carnahan, his wife Grantor s
of Thatcher, Idaho in _____ County, Utah

No. 140:T Warranty deed for a tract of land for State highway purposes

over property described in said deed Has been delivered to Anthony R. Rudelich & Benj. Andrus
TYPE OF INSTRUMENT
NAME OF AGENT

Right of Way Agents as escrow agent, with instructions to deliver said deed to

the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor s, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases, Bank of Utah, Ogden, Utah - Bank of Utah, Ogden, Utah

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THIS INSTRUMENT IS AN OPTION ONLY UNTIL APPROVED BY THE DIRECTOR OF HIGHWAYS.

7. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

Pay cash in full to the grantors for land as described in Warranty Deed No. 140:T

Also including all improvements and buildings located on said tract owned by the grantors.

Grantors agree to pay all assessments due against said property.

Less grantors pro-rated taxes for 1962 are: \$ 120.00

The State Road Commission to take possession of premises upon delivery of said payment to the grantors.

AMOUNT

Total Cash Settlement \$ 115,800.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By Anthony R. Rudelich
RIGHT OF WAY AGENT
By Benj. M. Andrus
DISTRICT ENGINEER
By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION
DATE February 21, 1962

Approved by
Road Commission February 21, 1962

Clarence J. Allred
Commission Secretary

GRANTOR _____

RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of 1

PROJECT NO. <u>I-15-8()334 Davis Co. Line</u>	Twitchell	\$ <u>114,500.00</u>
	Pre-negotiation appraisals	
PARCEL NO. <u>140-T</u>	Prestwich	\$ <u>115,800.00</u>

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:		
Right of Way	<u>8.7</u> acres at <u>\$4,000.00</u> per acre	\$ <u>34,800.00</u>
Easement	_____ acres at _____ per acre	\$ _____
2. Value of improvements taken or destroyed:		
		\$ <u>81,000.00</u>
3. Damages: (Proximity, severance, etc.)		
		\$ _____
4. Moving and/or rehabilitation of buildings and appurtenances:		
		\$ _____
5. Controlled access:		
		\$ _____
	Gross Amount	\$ <u>115,800.00</u>
6. Salvage, amount		
		\$ _____
	Net Amount	\$ <u>115,800.00</u>

Explain items in detail

Settled on appraisal.

*2-19
Title Report
has been
submitted
R*

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by Bing St Andrews

Date February 6, 1962

FILED AND RECORDED FOR
Date Road Commission
1965 DEC 27 AM 11 07

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Platted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒
BOOK 825 PAGE 205

Description No. 15-8:141
Project No. I-15-8(6)334

WARRANTY DEED

RUTH LAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

Henry Dee and I. M. Dee, his wife

of Ogden, Weber County, State of Utah

hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH

for the sum of Eight hundred and eighty-nine and no/100

the following described tract(s) of land in

Weber

County, State of Utah, to-wit:

grantor(s)

grantee

Dollars,

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW¹/₄NE¹/₄ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the grantors land, which point is 792.4 ft. south from the N¹/₄ corner of said Section 13; thence S. 08° 54' E. 253.5 ft.; thence S. 22° 34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62° 05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW¹/₄NE¹/₄ (Note: Tangent to said curve at its point of beginning bears approximately N. 25° 21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand(s) of said grantor(s), this

25th

day of

August

A. D. 19 65

Signed in the presence of:

[Signature of Henry Dee]

STATE OF UTAH
County of Weber

ss.

On the 25th
appeared before me

day of

August

A. D. 1965 personally

Henry Dee and I. M. Dee, his wife

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires July 30, 1966

[Signature of Notary Public]
Notary public

Prepared by LLJ, 4/10/63

8A-101

a

RIGHT OF ENTRY AGREEMENT

Project No. I-15-8(6)334

Parcel No. 141

The undersigned hereby grant__ to the State Road Commission 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.

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the grantors land, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08° 54' E. 253.5 ft.; thence S. 22° 34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62° 05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25° 21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

State Road Commission agrees to pay interest at the rate of 6% from the date of execution of this instrument.

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 State Road Commission 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.

Witness:

STATE OF UTAH)
 ss.
County of)

Henry Dee
x Lola Dee
Grantor

On the 29th day of August, A. D. 1963 personally appeared before me Henry Dee & Lola Dee the signers of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires: July 30, 1966 J. John Francis
Notary Public

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF WEBER, STATE OF UTAH

1-15-8(6)334
141

MERCHANTS CREDIT BUREAU, : S A T I S F A C T I O N
Plaintiff, : O F
-vs- : J U D G M E N T
HENRY DEE, :
 :
 : Civil No. AB 216
Defendants, :

Comes now plaintiff Merchants Credit Bureau, by and through
Stanley L. Fryer, Manager thereof, and in con-
sideration of the payment to him of \$306.30, receipt of which is
hereby acknowledged, authorizes the clerk of the above entitled court to enter
as fully paid, discharged and satisfied that certain judgment entered against
the above defendants in the above entitled court.

Dated this 7th day of December, A. D., 1965.

MERCHANTS CREDIT BUREAU, Plaintiff

By: Stanley L. Fryer

STATE OF UTAH)
County of Weber) ss

On this 7th day of December, A. D., 1965, personally
appeared before me one Stanley L. Fryer, personally known to me to be
Manager of Merchants Credit Bureau, a Utah corporation,
who duly acknowledged to me that he executed the foregoing Satisfaction of Judgment
on behalf of said corporation.

[Signature]
NOTARY PUBLIC

Residing at Ogden, Weber County,
Utah

My commission expires 8-11-68

(S E A L)

IN THE CITY COURT OF OGDEN CITY, WEBER COUNTY, STATE OF UTAH

MERCHANTS CREDIT BUREAU, : S A T I S F A C T I O N
Plaintiff, : O F
-vs- : J U D G M E N T
HENRY DEE, :
: Civil No. 31612
Defendants, :

Comes now plaintiff Merchants Credit Bureau, by and through
Stanley L. Fryer, Manager thereof, and in con-
sideration of the payment to him of \$306.30, receipt of which is
hereby acknowledged, authorizes the clerk of the above entitled court to enter
as fully paid, discharged and satisfied that certain judgment entered against
the above defendants in the above entitled court.

Dated this 7th day of December, A. D., 1965.

MERCHANTS CREDIT BUREAU, Plaintiff

By: Stanley L. Fryer

STATE OF UTAH)
) ss
County of Weber)

On this 7th day of December, A. D., 1965, personally
appeared before me one Stanley L. Fryer, personally known to me to be
Manager of Merchants Credit Bureau, a Utah corporation,
who duly acknowledged to me that he executed the foregoing Satisfaction of Judgment
on behalf of said corporation.

[Signature]
NOTARY PUBLIC

Residing at Ogden, Weber County,
Utah

My commission expires 8-11-68

(S E A L)

1966 JAN 3 AM 10:30

PARTIAL SATISFACTION OF JUDGMENT

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William J. Olson*

Parcel No. 15-8:141:L
Project No. 1-15-8(6)334

76

Know all men by these presents, that Whitehead Wholesale Elec. for and in consideration of the sum of Twenty-seven and no/100ths----- (\$ 27.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge the premises hereinafter particularly described from the lien of a certain judgment executed by Henry Dee & Iola Dee, his wife to Whitehead Wholesale Elec., dated , 19 , recorded 8/21/60 , 1960 , in Book , on Page , of the records of Weber County, State of Utah.

Said premises are situated in County of Weber, State of Utah, and particularly described as follows:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the mortgaged property, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08°54' E. 253.5 ft.; thence S. 22°34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62°05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25°21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

It is hereby expressly understood that this release shall not affect or impair the security of said judgment upon any portion of any premises, except the premises herein described.

IN WITNESS WHEREOF, the said has caused this instrument to be executed by its proper officers thereunto duly authorized, this day of , A.D. 19 .

Whitehead Wholesale Elec.
W. B. Etterburn
Sec - Trust

STATE OF *Utah*
COUNTY OF *Weber* : ss.

On this *17th* day of *December*, A.D. 1965, personally appeared before me, who, being by me duly sworn sa that he of , a corporation, and that said instrument was signed in behalf of said corporation by authority of and the said acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal the day and year in this first above written.

My Commission expires: *3-4-67*

Paul A. [Signature]
Notary Public

466583

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State Road Commission

BOOK

825

PAGE 604

1966 JAN 3 AM 10:30

PARTIAL RELEASE OF MORTGAGE

76

ROTH LAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Lillian J. Peterson*

Parcel No. 15-8:141:L1

Project No. 1-15-8(6)334

Know all men by these presents, that Cora Beddeson for and in consideration of the sum of Ten and no/100ths (\$ 10.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge the premises hereinafter particularly described from the lien of a certain mortgage executed by Henry Dee & Iola Dee, his wife to Cora Beddeson , dated 5/29/56 19 , recorded 12/12/ , 1963 , in Book 760 , on Page 642 , of the records of Weber County, State of Utah.

Said premises are situated in County of Weber, State of Utah, and particularly described as follows:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the mortgaged property, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08°54' E. 253.5 ft.; thence S. 22°34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62°05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25°21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

It is hereby expressly understood that this release shall not affect or impair the security of said mortgage upon any portion of any premises, except the premises herein described.

WITNESS the hand of the mortgagee , this day of A.D. 19 .

Signed in the presence of:

x Cora Beddeson

STATE OF ~~UTAH~~ *California*

COUNTY OF ~~San Francisco~~ *San Francisco*

On the 1st day of December, A.D. 1965, personally appeared before me Cora Beddeson, the signer of the within instrument who duly acknowledged to me that he executed the same.

My Commission expires:

June 27-1967

John A. Landau
Notary Public

JOHN A. LANDAU
NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY
OF SAN FRANCISCO, STATE OF CALIFORNIA
MY COMMISSION EXPIRES JUNE 23, 1967



RW Special

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State Road Commission
1966 JAN 3 AM 10:30

BOOK 825 PAGE 605

PARTIAL SATISFACTION OF JUDGMENT

RUTH LAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY: *William K. Wilson*

Parcel No. 15-8:141:L2
Project No. 1-15-8(6)334

Know all men by these presents, that Credit Bureau of Ogden for and in consideration of the sum of Ten and no/100ths----- (\$ 10.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge the premises hereinafter particularly described from the lien of a certain judgment executed by Henry Dee & Iola Dee, his wife to Credit Bureau of Ogden, dated , 19 , recorded 1/16/ , 1961, in Book , on Page , of the records of Weber County, State of Utah.

Said premises are situated in County of Weber, State of Utah, and particularly described as follows:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R.2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the mortgaged property, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08°54' E. 253.5 ft.; thence S. 22°34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62°05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25°21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

It is hereby expressly understood that this release shall not affect or impair the security of said judgment upon any portion of any premises, except the premises herein described.

IN WITNESS WHEREOF, the said has caused this instrument to be executed by its proper officers thereunto duly authorized, this 23rd day of November , A.D. 1965 .

CREDIT BUREAU OF OGDEN, a corporation.

E. M. Woolley

STATE OF Utah,)
: ss.
COUNTY OF Weber,)

On this 23rd day of November , A.D. 1965, personally appeared before me, E.M. Woolley, who, being by me duly sworn sa that he an officer of Credit Bureau of Ogden, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said E. M. Woolley 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: May 28, 1967

Samuel J. [Signature]
Notary Public
residing at Ogden, Utah.

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BOOK 825 PAGE 606

1966 JAN 3 AM 10:30

PARTIAL SATISFACTION OF JUDGMENT

RUTH EAMES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY *William J. Peterson*

Parcel No. 15-8:141:L 3
 Project No. 1-15-8(6)334

Know all men by these presents, that Ketchum Builders for and in consideration of the sum of *Forty Two Thousand* (\$ 42,000) and for other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge the premises hereinafter particularly described from the lien of a certain judgment executed by Henry Dee to Ketchum Builders, dated , 19 , recorded 10/8/ , 1961, in Book , on Page , of the records of Weber County, State of Utah.

Said premises are situated in County of Weber, State of Utah, and particularly described as follows:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the northerly corner of the mortgaged property, which point is 792.4 ft. south from the N $\frac{1}{4}$ corner of said Section 13; thence S. 08°54' E. 253.5 ft.; thence S. 22°34' E. 112.25 ft.; thence Southwesterly 26 ft., more or less, along the arc of an 11624.2 ft. radius curve to the left to a point 50.0 ft. radially distant southwesterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately S. 62°05' W.); thence Northwesterly 205 ft., more or less, along the arc of a 1687.02 ft. radius curve to the right to the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Note: Tangent to said curve at its point of beginning bears approximately N. 25°21' W.); thence North 170 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.21 acre, more or less, of which 0.12 acre, more or less, is now occupied by the existing highway. Balance 0.09 acre, more or less.

It is hereby expressly understood that this release shall not affect or impair the security of said judgment upon any portion of any premises, except the premises herein described.

IN WITNESS WHEREOF, the said has caused this instrument to be executed by its proper officers thereunto duly authorized, this day of , A.D. 19 .

Ketchum Builders Supply Co.
W. J. Peterson

STATE OF *Utah*)
 COUNTY OF *Weber*) ss.

On this *7th* day of *December*, A.D. 19*65*, personally appeared before me, who, being by me duly sworn sa that he of , a corporation, and that said instrument was signed in behalf of said corporation by authority of and the said 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: *3-4-69*

Notary Public

RW Special

1140 D T (2)

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

5835
90-1-1

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line - 31st St. Ogden
 _____ Westerly _____ Side _____ of Highway Parcel No. 141 Corner of Riverdale Road & 1500 West

Date 8 - 25 - 1965 Henry Dee & Iola Dee (his wife) Grantor S
 of 5100 South, 1500 West, Ogden, Weber County, Utah

No. 141 Warranty deed for a tract of land for State highway purposes
 TYPE OF INSTRUMENT
 over property described in said deed has been delivered to F. John Francis,
 NAME OF AGENT

Right of Way Agent TITLE _____, as escrow agent, with instructions to deliver said deed to
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantors _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
 4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
 6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the grantors for the following:

Land as described in Warranty Deed # 141
 Improvements

7. Grantors agree to pay all taxes assessed against the property.
 8. State Road Commission agrees to convey land as described in Quit Claim Deed # 13W:AQ(4) to the grantors. This tract of land is known as parcel # 13W:AQ(4) on project F.A.P. 114-A. It is mutually agreed by the parties hereto that the above parcel is valued at \$160.00 which amount is hereby deducted from this settlement.

*Parcel #13WAQ(4) Project F.A.P. 114-A was appraised for \$160.00

AMOUNT

\$1,265.00

- 160.00

APPROVAL OF CONSTRUCTION ITEMS:

By [Signature]
 DISTRICT ENGINEER

Total Cash Settlement \$ 1,105.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By [Signature]
 RIGHT OF WAY AGENT

By [Signature]
 ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by [Signature] 1965
 Road Commission

[Signature]
 RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature]
[Signature]

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of 1

PROJECT NO. I-15-8(6)334 Davis Co. line - 31st. St. W. B. Prestwich \$ 1,265.00
PARCEL NO. 141 Pre-negotiation appraisals
Review: Milt Twitchell \$ 1,265.00

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 3,950 sq. ft. ~~acres~~ at 0.225¢ sq. ft. ~~per acre~~ \$ 889.00
Easement _____ acres at _____ per acre \$ _____
2. Value of improvements taken or destroyed: \$ 376.00
3. Damages: (Proximity, severance, etc.) \$ _____
4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
5. Controlled access: \$ _____
- Gross Amount \$ _____
6. ~~Salvage amount~~ Less value of surplus tract traded to Mr. Dee \$ 160.00
in Quit Claim Deed #13W:AQ(4) of Project F.A.P. 114AA
Net Amount \$ 1,105.00

Explain items in detail _____

Grantors settled on the approved appraisal price.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by J. M. Francis

Date 8 - 30 - 1965

614039 *Mr. Lee*

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RUTH EAMES OLSEN
WEBER COUNTY RECORDER
SALT LAKE CITY

BOOK 1051 PAGE 869

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3514

new one

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

THIS INSTRUMENT CHECKED WITH

JUDGMENT ☐
STIPULATIONS ☐
RESOLUTIONS ☒
MAPS ☒

DATE 3-28-74
BY GRR

STATE OF UTAH, by and through
its ROAD COMMISSION,

Plaintiff,

FINAL ORDER OF CONDEMNATION

Civil No. 43,347

-v-

G. I. EAMES, et al.

* * *

E. GRANT GIBBY AND BLANCHE

S. GIBBY, BANK OF UTAH

Project No. I-15-8(6)334

Parcel Nos. 142, ~~142~~A,

114-A:13W:AQ(3)

Total Payment \$5,000.00

Defendants :

It appearing to the court and the court now finds that heretofore, on the 1st day of December, 1969, this court made and entered its judgment in the above entitled proceeding, and said judgment is hereby referred to; and

It appearing to the court and the court now finds that pursuant to the law and the said judgment, the plaintiff did pay said defendants E. Grant Gibby and Blanche S. Gibby; defendant Bank of Utah having disclaimed any interest. On date of December 13, 1973, a Stipulation and Order Waiving Interest was made and entered; and

It further appearing to the court that the plaintiff has made all payments as required by law and order of this court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being given by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcels of land hereinafter described are hereby taken and condemned in fee simple title for the purpose described and set

STATE OF UTAH
COMMISSIONER
RIGHT OF WAY
DESIGN

forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this final order of condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:142

A parcel of land in fee for a service road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the NW. corner of said entire tract, which point is 752.4 ft. S. 0°16' E. from the N $\frac{1}{4}$ corner of said Section 13; thence S. 0°16' E. 40 ft.; thence S. 8°54' E. 253.5 feet; thence S. 22°34' E. 112.25 ft.; thence Northeasterly 67 feet; more or less, along the arc of an 11,624.2 ft. radius curve to the right to a point 40.0 ft. radially distant northeasterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately N. 62°05' E.); thence Northwesterly 380 ft., more or less along the arc of a 1597.02 ft. radius curve to the right to the north line of said entire tract (Note: Tangent to said curve at its point of beginning bears approximately N. 25°13' W.); thence S. 89°35' W. 36 ft., more or less, to the point of beginning.

The above described parcel of land contains 0.49 acre, more or less, of which 0.16 acre, more or less, is now occupied by 1500 West Street. Balance 0.33 acre, more or less.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that defendants E. Grant Gibby and Blanche S. Gibby, husband and wife, and as joint tenants with full right of survivorship, be, and they are hereby

awarded and determined to be the owners of all of the right, title and interest of the State of Utah in and to that certain tract of land located in Weber County, State of Utah, and more particularly described as follows, to-wit:

Parcel 114-A:13W:AQ(3)

A parcel of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 5 North, Range 2 West, Salt Lake Base & Meridian, the boundaries of which parcel are described as follows:

Beginning on the existing northwesterly right of way line of Riverdale Road, known as F.A. Project 114-A, at a point approximately 180 feet perpendicularly distant northwesterly from the center line of said Riverdale Road at Engineers Station 52+23.5, which point is approximately 752 feet south and 866.7 feet east from the north quarter corner of said Section 13; thence along the southeasterly boundary line of defendants' existing property approximately S. 57°36' W. a distance of 127.3 feet to a point 165.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 50+97.1; thence along the southeasterly boundary line of defendants' existing property approximately S. 64°15' W. a distance of 318.6 feet to a point of tangency with an 11,624.2 foot radius curve to the left; thence southwesterly along the southeasterly boundary line of defendants' existing property and along the arc of said curve a distance of 376.11 feet to a point 165.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 44+07.73, said point also being 40.0 feet radially distant northeasterly from the center line of a service road for a freeway known as Project No. 15-8; thence southeasterly 50 feet along the arc of a 1597.02 foot radius curve to the left to a point 115.0 feet radially distant northwesterly from said center line of Riverdale Road (Note: tangent to said curve at its point of beginning bears S.25°07'13" E.); thence northeasterly 374.5 feet, more or less, along the arc of an 11,574.2 foot radius curve to the right to a point 115.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 47+78.5 (Note: The said 11,574.2 foot radius curve is concentric with and parallel to the aforementioned curve of 11,624.2 foot radius.); thence approximately N. 64°15' E. 318.6 feet to a point 115.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 50+97.1; thence Northeasterly 160 feet, more or less, to the point of beginning, containing 0.86 acre, more or less.

The above described parcel of land is granted without access to or from the adjoining Riverdale Road over and across the southeasterly boundary line of the above described parcel of land.

Dated this 12th day of April, 1974.

STATE OF UTAH
COUNTY OF WEBER } ss:

THIS IS A TRUE COPY
OF THE ORIGINAL FILED IN THE
CLERK'S OFFICE

12 April 1974

BY Julia R. Riche COURT

John F. Walquist
DISTRICT JUDGE

RIGHT OF ENTRY AGREEMENT

Project No. I-15-8(6)334

Parcel No. 142

The undersigned hereby grant__ to the State Road Commission 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.

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the NW. corner of the grantors land, which point is 752.4 ft. S. 0° 16' E. from the N $\frac{1}{4}$ corner of said Section 13; thence S. 00° 16' E. 40 ft.; thence S. 8° 54' E. 253.5 ft.; thence S. 22° 34' E. 112.25 ft.; thence Northeasterly 67 ft., more or less, along the arc of a 11624.2 ft. radius curve to the right to a point 40.0 ft. radially distant northeasterly from the center line of said service road (Note: Tangent to said curve at its point of beginning bears approximately N. 62° 05' E.); thence Northwesterly 380 ft., more or less, along the arc of a 1597.02 ft. radius curve to the right to the north line of said grantors land (Note: Tangent to said curve at its point of beginning bears approximately N. 25° 13' W.); thence S. 89° 35' W. 36 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.49 acre, more or less, of which 0.16 acre, more or less, is now occupied by the existing highway. Balance 0.33 acre, more or less.

State Road Commission agrees to pay interest at the rate of 6% per annum from the date of execution of this instrument until settlement is reached.

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 State Road Commission 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.

Witness:

STATE OF UTAH)

ss.

County of)

E. Grant Gibby
X Blanche S. Gibby
Grantor

On the 25th day of September, A. D. 1963, personally appeared before me E. Grant Gibby & Blanche S. Gibby the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: July 30, 1966

J. John Francis
Notary Public

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

- - - - -

STATE OF UTAH, by and through	:	
its ROAD COMMISSION,	:	
	:	
Plaintiff,	:	AMENDED JUDGMENT
	:	NUNC-PRO-TUNC
-v-	:	Civil No. 43,347
	:	Project No. I-15-8(6)334
G. I. EAMES, et al.	:	Parcel Nos. 142,
* * *	:	114-A:13W:AQ(3)
E. GRANT GIBBY and BLANCHE	:	
S. GIBBY, BANK OF UTAH	:	
	:	
Defendants	:	
	:	

- - - - -

Upon Motion of Leland D. Ford, Assistant Attorney General and pursuant to Stipulation between counsel for the respective parties, and good cause appearing therefore,

IT IS ORDERED that the Judgment heretofore entered in the above entitled matter be and the same is hereby ordered amended in that the legal description of Parcel #15-8:142:A be deleted and that the following description be substituted for the unnumbered parcel on Page 2 thereof (which description is designated as Parcel Number 114-A:13W:AQ(3)), as follows:

Parcel No. 114-A:13W:AQ(3)

A parcel of land situated in the NW¹/₄NE¹/₄ of Section 13, Township 5 North, Range 2 West, Salt Lake Base & Meridian, the boundaries of which parcel are described as follows:

Beginning on the existing northwesterly right of way line of Riverdale Road, known as F. A. Project 114-A, at a point approximately 180 feet perpendicularly distant northwesterly from the center line of said Riverdale Road at Engineers Station 52+23.5, which point is approximately 752 feet south and 866.7 feet east from the north quarter corner of said Section 13; thence along the southeasterly boundary line of defendants' existing property approximately S. 57°36' W. a distance of 127.3 feet to a point 165.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 50+97.1; thence along the southeasterly boundary line of defend-

ants' existing property approximately S. 64°15' W. a distance of 318.6 feet to a point of tangency with a 11,624.2 foot radius curve to the left; thence southwesterly along the southeasterly boundary line of defendants' existing property and along the arc of said curve a distance of 376.11 feet to a point 165.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 44+07.73, said point also being 40.0 feet radially distant northeasterly from the center line of a service road for a freeway known as Project No. 15-8; thence southeasterly 50 feet along the arc of a 1597.02 foot radius curve to the left to a point 115.0 feet radially distant northwesterly from said center line of Riverdale Road (Note: tangent to said curve at its point of beginning bears S. 25°07'13" E.); thence northeasterly 374.5 feet, more or less, along the arc of an 11,574.2 foot radius curve to the right to a point 115.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 47+78.5 (Note: The said 11,574.2 foot radius curve is concentric with and parallel to the aforementioned curve of 11,624.2 foot radius.); thence approximately N. 64°15' E. 318.6 feet to a point 115.0 feet perpendicularly distant northwesterly from said center line of Riverdale Road at Engineers Station 50+97.1; thence Northeasterly 160 feet, more or less, to the point of beginning, containing 0.86 acre, more or less.

The above described parcel of land is granted without access to or from the adjoining Riverdale Road over and across the southeasterly boundary line of the above described parcel of land.

IT IS FURTHER ORDERED that the remainder of the Judgment remain in effect.

Dated this 12th day of April, 1974.

St. John F. Wahlquist
DISTRICT JUDGE

STATE OF UTAH
COUNTY OF WYOMING

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ABOVE AND FILED IN MY OFFICE
THIS 12 DAY OF April, 1974
JANET L. HARRIS, COUNTY CLERK &
CLERK OF DISTRICT COURT
BY Janet Harris DEPUTY

527057

RECORDED FOR

State Road Commission

BOOK 927 PAGE 632

1969 OCT 23 AM 11 23

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

RUTH KAMES OLSEN
WEBER COUNTY RECORDER

STATE OF UTAH

STATE OF UTAH, by and through :
its ROAD COMMISSION,

Plaintiff,

FINAL ORDER OF CONDEMNATION

Civil No. 48214

Project No. I-15-8(6)334

Parcel No. 143:A

Total Payment \$162.08

ELDEN H. KNUDSON and ARLEEN

M. KNUDSON, his wife,

Defendants.

It appearing to the court and the court now finds

heretofore, on the 21st day of August, 1969, this court made
and entered its judgment in the above entitled proceeding, and
said judgment is hereby referred to; and

It appearing to the court and the court now finds

that pursuant to the law and the said judgment, the plaintiff
did pay said judgment to the defendants Elden H. Knudson and
Arleen M. Knudson, together with all interest required by said
judgment to be paid; and

It further appearing to the court that the plaintiff
has made all payments as required by law and order of this
court, and that this is not a case where any bond was required
to be given, and all and singular the law in the premises being
given by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the
parcel of land hereinafter described is hereby taken and con-
demned in fee simple title, for the purpose described and set
forth in the plaintiff's complaint, i.e., for the use of the
plaintiff, the State of Utah, for highway purposes.

THIS INSTRUMENT CHECKED WITH

JUDGMENT ☒
STIPULATIONS ☒
RESOLUTIONS ☒
MAPS ☒

DATE 10-1-69

BY SenAGREES YES ☒ NO ☒

8

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this final order of condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:143:A

An acquisition of direct access rights to Riverdale Road, incident to the construction of a highway known as Project 1-15-8, from the landowners real property, over and across a portion of the southerly and southwesterly boundary line of said entire tract of real property, which said boundary line is also the northerly and northwesterly right of way line of said Riverdale Road. Said portion of the boundary line is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.B.&M. and is more particularly described as follows:

Beginning on said northerly right of way line at a point opposite Engineer Station 52+23.5, which point is S. 0°16' E. 752.40 ft. and N. 89°35' E. 866.7 ft. from the N $\frac{1}{4}$ corner of said Section 13; thence Easterly 90 ft., more or less, along said southerly boundary line to a point S. 57°36'W. from a point 140.0 ft. perpendicularly distant northwesterly from the center line of said Project No. 114-A at Engineer Station 54+00; thence N. 57°36' E. 93 ft., more or less, to said point opposite Engineer Station 54+00; thence N. 72°03' E. 294.7 ft., more or less, to the east line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ at a point 100.0 ft. perpendicularly distant northwesterly from said center line.

Dated this 2nd day of October, 1969.

Charles J. Cowley
DISTRICT JUDGE

STATE OF UTAH
COUNTY OF WEBER

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 2nd DAY OF October, 1969
WENDEE HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF DIST. COURT
BY Wendee Hansen DEPUTY

BOUNDARY LINE BETWEEN 15-8:143-A & 15-8:143-B

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

STATE OF UTAH, by and through :
its ROAD COMMISSION,

Plaintiff, : JUDGMENT ON STIPULATION

-v-

ELDEN H. KNUDSON and ARLEEN M. :
KNUDSON, his wife,

Civil No. 48214

Project No. I-15-8(6)334

Parcel No. 143:A

Defendants. :

Having read the pleadings in the above-entitled action,
together with the Stipulation for Judgment heretofore entered
into by the State Road Commission, plaintiff herein, and Elden
H. Knudson and Arleen M. Knudson, his wife, defendants herein,
by and through their attorney, Paul T. Kunz, being fully advised
in the premises, and good cause appearing therefor,

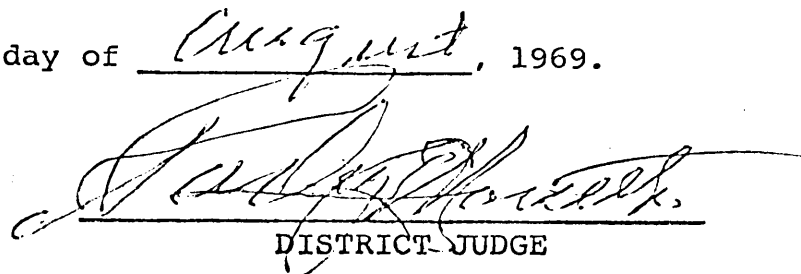
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The defendants, Elden H. Knudson and Arleen M.
Knudson, his wife, have and they are hereby awarded and decreed,
judgment against the plaintiff in the sum of \$150, less the sum
of \$25 heretofore paid defendants, or an unpaid balance of \$125,
together with interest at the rate of eight percent per annum
from July 8, 1968, the date of the Order of Occupancy herein
until paid, in full payment and settlement of property being
acquired by the plaintiff, more particularly described in the
complaint of the plaintiff here on file as Parcel No. 143:A.

AUG 21 2 20 PM '68
WENDELL
FILED BY *Carley*
ENTRY NO. 13894

2. On payment of the aforesaid judgment, and the filing of a satisfaction of judgment by the defendants, the court shall make and enter its final order of condemnation of direct access rights to Riverdale Road more fully described in the complaint on file herein.

Dated this 21 day of August, 1969.


DISTRICT JUDGE

STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 21 DAY OF Aug 1969

WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST. COURT
BY Nancy Cady DEPUTY

1194 R/W Instruments Section
Rm 404 State Office Bldg.
JLC 84114

BOOK 894 PAGE 240 76

IN THE DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH



STATE OF UTAH, by and through
its ROAD COMMISSION,

Plaintiff,

-VS-

ELDEN H. KNUDSEN and ARLEEN M.
KNUDSEN, his wife,

Defendants.

ORDER OF

IMMEDIATE OCCUPANCY

Civil No. 48214
Project No. 1-15-8(6)334
Parcel No. 143: A

The plaintiff's motion for an order of immediate occupancy having come on regularly for hearing before the above-entitled court on the 8 day of July, 1968, at the hour of 10 A m., and it having been shown to the satisfaction of said court that notice of such motion has been given to the defendants above named in the manner prescribed by law; and the court having heard the evidence offered by the plaintiff in support of such motion and having determined 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 premises is necessary and proper.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the plaintiff be, and is hereby permitted and authorized to occupy the premises belonging to the defendants above named, which premises are sought for highway purposes or concerning which premises, easements or other rights for highway purposes are sought, all such property easements

or other rights as required by the plaintiff herein, and the property belonging to the defendants as affected thereby being particularly set out and described in the complaint on file in this action, and in the condemnation resolution filed in this action, a copy of which is hereto annexed, and the plaintiff is hereby permitted to take immediate possession of said properties of said defendants as required and as described and as set out in the plaintiff's complaint and to continue the possession of the same pending further hearing and 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 and according to the nature thereof.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing on the issues presented, the plaintiff shall protect any private drains now crossing the proposed highway right of way, and further, 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 highway 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 AND ADJUDGED that pending further hearing and trial on the issues that may be presented in this action, and subject to the conditions herein set forth, the defendants and their agents, servants and employees be and they are hereby restrained and enjoined from hindering or interfering with plaintiff or any of the agents, employees, or contractors of the plaintiff in the occupation of said premises required by plaintiff, as particularly described and set forth in plaintiff's complaint, or in the doing of such work thereon as may be required for the purposes for which it is sought to condemn the said property, as set forth in said complaint.

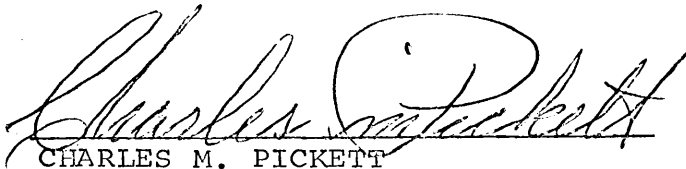
This order shall not be effective until the plaintiff herein has deposited with the clerk of the court, for the use and benefit of the defendant parties in interest herein, a sum equal to 75 per cent of the approved appraisal of the defendants' property to be acquired in this action.

IT IS FURTHER ORDERED that on receipt of said moneys, the clerk of this court is ordered to remit the same to the appropriate defendants in the percentage and ratio to which they are entitled.

Dated this 8 day of July, 1968.

JOHN F. WAHLQUIST
DISTRICT JUDGE

This pleading was prepared by the Office of the Attorney General of the State of Utah.


CHARLES M. PICKETT

Assistant Attorney General
Attorney for Plaintiff
236 State Capitol Building
Salt Lake City, Utah 84114

STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.

DATED THIS 8 DAY OF July, 1968

WENDELL HANSEN, COUNTY CLERK &

EX OFFICIO CLERK OF 2nd DIST. COURT

BY  DEPUTY



CO*334*143:A

HIGHWAY PROJECT NO. 1-15-8(6)334
PAGE 2

RECORDED OWNERS: Elden H. Knudsen and Arleen M. Knudsen, his wife

ADDRESS: 602 North Street, Ogden, Utah

LIEN HOLDERS: None

Parcel No. 15-8:143:A

Approved Appraisal \$25.00

Amount to be tendered landowner at time

Order of Immediate Occupancy is granted \$25.00

An acquisition of direct access rights to Riverdale Road, incident to the construction of a highway known as Project 1-15-8, from the landowners real property, over and across a portion of the southerly and southwesterly boundary line of said entire tract of real property, which said boundary line is also the northerly and northwesterly right of way line of said Riverdale Road. Said portion of the boundary line is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.B.&M. and is more particularly described as follows:

Beginning on said northerly right of way line at a point opposite Engineer Station 52+23.5, which point is S. 0°16' E. 752.40 ft. and N. 89°35' E. 866.7 ft. from the N $\frac{1}{4}$ corner of said Section 13; thence Easterly 90 ft., more or less, along said southerly boundary line to a point S. 57°36' W. from a point 140.0 ft. perpendicularly distant northwesterly from the center line of said Project No. 114-A at Engineer Station 54+00; thence N. 57°36' E. 93 ft., more or less, to said point opposite Engineer Station 54+00; thence N. 72°03' E. 294.7 ft., more or less, to the east line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ at a point 100.0 ft. perpendicularly distant northwesterly from said center line.

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Recorded	☒	Abstracted	☒
Compared	☐	Page	☒

507467

Prepared by ELM, 5-23-68

FILED AND RECORDED FOR

State Road Commission

1968 JUL 17 AM 11 24

RUTH EAMES OLSEN

WEBER COUNTY RECORDER

DEPUTY

COUNTY OF WEBER
FILED AND RECORDED FOR
State Road Comm.
Oct 19 10 50 AM '64

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BOOK 787 PAGE 487

Form 1-64
Filed ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

Parcel No. 15-8:143B
Project No. I-15-8(6)334

BOOK DE RECORDS

PAGE

BOTH EAMES OLSEN

COUNTY RECORDER

WARRANTY DEED

Fellman & Peterson Deputy

Alma L. Ellis and Mabel C. Ellis, his wife

grantor(s)

of Riverdale, Weber County, State of Utah
hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH

grantee

for the sum of Two hundred and forty and no/100

Dollars,

the following described tract(s) of land in

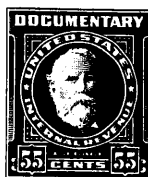
Weber

County, State of Utah, to-wit:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, all in T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the S $\frac{1}{4}$ corner of said Section 12; thence South 6 rods; thence East 1 rod, more or less, to the existing right of way line of 1500 West Street; thence North 6 rods along said right of way line to the north line of said Section 13; thence Northerly 99 ft., more or less, along a straight line to the northerly boundary line of the grantors land at a point 45.0 ft. radially distant southeasterly from the center line of said service road; thence West 38 ft., more or less, along said northerly boundary line to the southeasterly right of way line of a state road; thence Southwesterly 135 ft., more or less, along said southeasterly right of way line to the south line of said Section 12; thence East 110 ft., more or less, along said south line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.22 acre, more or less, of which 0.11 acre, more or less, is now occupied by the existing highway. Balance 0.11 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand(s) of said grantor(s), this

15th

day of

September A. D. 19 64

Signed in the presence of:

Alma L. Ellis
Mabel C. Ellis

STATE OF UTAH

County of Weber

ss.

On the

15th

day of

September

A. D. 19 64 personally

appeared before me

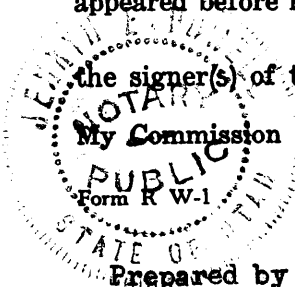
Alma L. Ellis and Mabel C. Ellis, his wife

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires

3/24/68

Jacky A. Chace
Notary public



Prepared by JLB, 4/8/63

8A-97,98,101

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 Prestwich \$ 240.00 appv.
Pre-negotiation appraisals
 PARCEL NO. 143B \$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
 Right of Way 0.11 acres at 2,150.00 per acre \$ 240.00
 Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~Damages: (Proximity, severance, etc.)~~ Interest \$ 14.32

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 254.32

Explain items in detail

Settlement was made on the approved appraisal plus 6% per annum from
 Sept. 18, 1963 to Sept. 15, 1964.

I hereby certify that I have no present nor anticipated future interest in
 the within parcel.

Signed by *John E. Churro*Date *7/15/64*

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. <u>I-15-8(6)334 Weber Co. Line - 31st St.</u>
_____	Side _____ of Highway	Parcel No. <u>143B</u> abt. <u>4800 SO. & 1500 West Riverdale</u>

Date Sept. 15, 1964 Alma L. Ellis & Mabel C. Ellis, his wife Grantor S
 of 4804 South 1500 West, Riverdale, Utah

No. 143B Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Jenkyn E. Powell & Anthony R. Rudelich

NAME OF AGENT

Right of Way Agent & Chief Negotiator, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

TITLE

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:
 (A)

AMOUNT

Pay cash in full to the grantors for the following:
 Land as described in Warranty Deed No. 143B

Interest at 6% per annum from Sept. 18, 1963 to Sept. 15, 1964.

7. Grantors agree to pay all taxes assessed against the property.

\$240.00
14.32

APPROVAL OF CONSTRUCTION ITEMS:

By: *[Signature]*
 DISTRICT ENGINEER

Total Cash Settlement \$ 254.32

mfo. IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By: *[Signature]*
 RIGHT OF WAY AGENT
 By: *[Signature]*
 ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by OCT - 2 1964
 Road Commission

[Signature]
 Acting Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

FILED AND RECORDED FOR
State Road Commission
1963 DEC 20 AM 10 08

416572
no fee

BOOK 761 PAGE 442
76

Recorded ☒ Abstracted ☒
State Office Bldg
S. L. C.

ARTHUR EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

WARRANTY DEED

Description No. 15-8:144
Project No. I-15-8(6)334

Ezra E. Bingham and Helen Bingham, his wife
aka Helen P. Bingham
Riverdale, Weber County, State of Utah
hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH
for the sum of Eight hundred sixty-five and no/100 Dollars,
the following described tract(s) of land in Weber County, State of Utah, to-wit:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the NE. corner of the grantors land, which point is approximately 572 ft. south of the N $\frac{1}{4}$ corner of said Section 13; thence N. 87° 30' W. 86 ft., more or less, to a point 50.0 ft. radially distant westerly from the center line of said service road; thence Southerly 381 ft., more or less, along the arc of a 1687.02 ft. radius curve to the left to the southerly boundary line of said grantors land (Note: Tangent to said curve at its point of beginning bears approximately S. 4° 44' E.); thence S. 87° 35' E. 7 ft., more or less, to the east line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 00° 16' E. 370 ft. to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.47 acre, more or less, of which 0.10 acre, more or less, is now occupied by the existing highway. Balance 0.37 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand(s) of said grantor(s), this 5th day of August A. D. 19 63

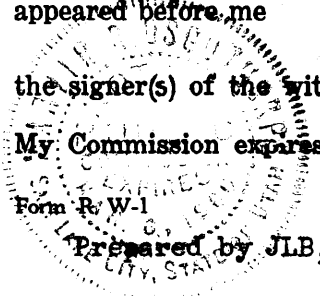
Signed in the presence of: *[Signatures of Ezra E. Bingham and Helen P. Bingham]*

STATE OF UTAH } ss.
County of Weber

On the 5th day of August A. D. 1963 personally appeared before me Ezra E. Bingham and Helen P. Bingham, his wife

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires 3-6-66 *[Signature]*
Notary public



Prepared by JLB, 4/9/63

8A-102

PARCEL 1: A tract of land for highway known as Project No. 15-8 situated in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows: (15-8:148:AL)

Beginning at the NE. corner of the mortgaged property, which point is approximately 1996 ft. north from the S $\frac{1}{4}$ corner of said Section 12; thence S. 0°40' W. 440 ft., more or less, to a point 140.0 ft. radially distant southeasterly from the center line of said project; thence Southwesterly 274 ft., more or less, along the arc of a 2724.79 ft. radius curve to the left to a point opposite Engineer Station 939+00 (Note: Tangent to said curve at its point of beginning bears approximately S. 38°08' W.); thence S. 31°22' W. 382.1 ft.; thence Southwesterly 540 ft., more or less, along the arc of a 2744.79 ft. radius curve to the left to the westerly boundary line of said mortgaged property (Note: Tangent to said curve at its point of beginning bears S. 24°22' W.); thence N. 0°11' E. 813 ft., more or less, to the northwesterly boundary line of said mortgaged property; thence N. 37°02' W. 869.54 ft.; thence East 2.05 ft. to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 6.20 acres, more or less.

PARCEL 2: A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows: (15-8:146:AL)

Beginning on the north boundary line of the mortgaged property at a point 220.0 ft. perpendicularly distant westerly from the center line of said project, which point is approximately 1715 ft. east and 33 ft. south from the NW. corner of said Section 13; thence Southeasterly 57 ft., more or less, to a point 170.0 ft. perpendicularly distant westerly from said center line at Engineer Station 923+25; thence S. 6°04' W. 502 ft., more or less, to said south boundary line; thence East 30 ft., more or less, to a westerly boundary line of said mortgaged property; thence S. 8°14' E. 137.6 ft. to the northwesterly right of way line of a State Highway; thence N. 41°51' E. 372 ft., more or less, along said northwesterly right of way line to a point 120.0 ft. perpendicularly distant easterly from said center line; thence N. 6°04' E. 400 ft., more or less, to the north boundary line of said mortgaged property; thence West 339 ft., more or less, along said north line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 3.68 acres, more or less.

PARCEL 3: A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. Said tract of land is bounded on the easterly side by a line parallel to and 120.0 ft. distant easterly from the center line of said project and bounded westerly from said easterly side line by the northwesterly and southerly boundary lines of the mortgaged property. Said center line is described as follows: (15-8:144:AL)

Beginning at the intersection of said southerly boundary line and said center line approximately at Engineer Station 915+00, which point is approximately 796 ft. west and 418 ft. north from the SE. corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 6°04' E. 162 ft., more or less, to the intersection of said center line approximately at Engineer Station 916+62 and said northwesterly boundary line as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described tract of land contains 0.90 acre, more or less.

PARCEL 4: A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows: (15-8:144;L)

Beginning at the NE. corner of the mortgaged property, which point is approximately 572 ft. south of the N $\frac{1}{4}$ corner of said Section 13; thence N. 87° 30' W. 86 ft. more or less, to a point 50.0 ft. radially distant westerly from the center line of said service road; thence Southerly 381 ft., more or less, along the arc of a 1687.02 ft. radius curve to the left to the southerly boundary line of said mortgaged property (Note: Tangent to said curve at its point of beginning bears approximately S. 4° 44' E.); thence S. 87° 35' E. 7 ft., more or less, to the east line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 00° 16' E. 370 ft. to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.47 acre, more or less, of which 0.10 acre, more or less, is now occupied by the existing highway. Balance 0.37 acre, more or less.

TOGETHER WITH an easement for right of way for highway over, along and across the following:

NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., in Weber County, Utah, and adjoining the westerly side of the right of way for a service road incident to the construction of highway known as Project No. 1-15-8(6)334, for the purpose of constructing and maintaining thereon cut and/or fill slopes and necessary drainage ditches and appurtenant parts thereof, incident to the grading of the roadway on said service road.

A strip of land bounded by the highway right of way line on one side and bounded by straight lines on the other side. These straight lines shall run from point opposite the following Engineer Stations and shall establish the following widths, respectively:

<u>ENGINEER STATION</u>	<u>WIDTH</u>
14+00	0.0 ft.
14+50	35.0 ft.
15+10	35.0 ft.
16+00	0.0 ft.

The above described premises are shown on the official map of said project on file in the office of the State Road Commission of Utah and contain 0.11 acre, more or less.

It is further agreed that the grantee shall have the right to construct any necessary fences along either side line of the above described strip of land, and the grantor shall have the right to lessen but not to increase the vertical distance or grade of said slopes.

416693

7574

BOOK 761 PAGE 547

5.77

STATE OF UTAH
COUNTY OF WEBER

FILED AND RECORDED FOR

DEC 23 9 47 AM '63

IN BOOK 761 OF RECORDS

PAGE 547-549

RUTH PAULSEN

RECORDED

L. Allen

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

15-8:144:L, :146:AL,
144:AL, :148:AL
I-15-8(6)334

PARTIAL RELEASE OF MORTGAGE(S)

That certain parcel of land in the County of Weber, State of Utah, described as follows:

Loan 84380

BOOK 761 PAGE 549

is hereby released from the lien(s) of that (those) certain mortgage(s) executed by
EZRA E. BINGHAM and HELEN P. BINGHAM, his wife;

in favor of THE FEDERAL LAND BANK OF BERKELEY and/or in favor of the LAND BANK COMMIS-
SIONER, dated March 4, 1963 and recorded March 8, 1963

in Book 736, page 296, and in Book --, page --, respectively, of the mortgage

records of the county recorder of Weber County, State of Utah
Said mortgage(s) remain(s) in full force and effect as to the remaining land and appurtenances described therein
not heretofore released.

THE FEDERAL LAND BANK OF BERKELEY

Executed October 18, 1963

By *[Signature]*
Assistant Secretary

STATE OF CALIFORNIA, } ss.
County of Alameda

On October 18, 1963, before me, the undersigned, a notary public in and for the county and State
hereinafter designated, personally appeared H. W. Hess, and being
by me duly sworn, stated to me that he is, and who is known to me to be, assistant secretary
of the corporation that executed the within instrument, and who is known
to me to be the person who executed said instrument on behalf of said corporation by authority of its bylaws, and
acknowledged to me that such corporation executed the same.

My commission will expire

July 11, 1965

(Seal)

Lois Allen
Lois Allen

Notary public in and for Alameda County, California

SLOPE EASEMENT

Description No. 15-8:144:E
Project No. I-15-8(6)334

Ezra E. Bingham and Helen P. Bingham, his wife
of Riverdale, County of Weber State of Utah, hereby
grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Two hundred thirty-five and no/100 Dollars,
the right to use the following described premises situated upon the grantors land in
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., in Weber County, Utah, and adjoining the
westerly side of the right of way for a service road incident to the construction of
highway known as Project No. I-15-8(6)334, for the purpose of constructing and main-
taining thereon cut and/or fill slopes and necessary drainage ditches and appurtenant
parts thereof, incident to the grading of the roadway on said service road.

A strip of land bounded by the highway right of way line on one side and bounded
by straight lines on the other side. These straight lines shall run from point opposite
the following Engineer Stations and shall establish the following widths, respectively:

ENGINEER STATION	WIDTH
14+00	0.0 ft.
14+50	35.0 ft.
15+10	35.0 ft.
16+00	0.0 ft.

The above described premises are shown on the official map of said project
on file in the office of the State Road Commission of Utah and contain 0.11 acre,
more or less.

It is further agreed that the grantee shall have the right to construct any
necessary fences along either side line of the above described strip of land, and
the grantor shall have the right to lessen but not to increase the vertical distance
or grade of said slopes.

Witness the hands of said grantor this 5th day of
August 19 63

WITNESS: Ezra E. Bingham
Helen P. Bingham

STATE OF Utah)
COUNTY OF Weber) ss

On the 5th day of August, A. D. 19⁶³ personally
appeared before me Ezra E. Bingham and Helen P. Bingham his wife
the signer of the within instrument, who duly acknowledged to me that he executed
the same.



Mervin L. Coatharpe
Notary Public

416574

Prepared by: JLB, 4/8/63

FILED AND RECORDED FOR
State Road Commission
1963 DEC 20 AM 10 09

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

WILLIAM EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY William E. Olsen

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line 31st Street.
Side _____ of Highway _____ Parcel No. 144 & 144:E 1500 West No. Riverdale Road.

Date August 5, 1963 Ezra E. Bingham & Helen Bingham his wife Grantor s
of 4857 So. 1700 West, Riverdale, Utah Weber County, Utah

No. 144 & 144:E Easement & Warranty deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
Easement &
over property described in said deed has been delivered to Marvin R. Osguthorpe
NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to

TITLE

the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor s, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. Federal Land Bank of Berkley, Salt Lake City, Utah Mortgage

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THIS INSTRUMENT IS AN OPTION ONLY UNTIL APPROVED BY THE DIRECTOR OF HIGHWAYS.

7. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

AMOUNT

Pay cash in full to the grantors for the following:

Land as described in Warranty Deed #144

865.00

Land as described in Easement #144:E

235.00

8. Grantors agree to pay all taxes assessed against the property.

9. The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right of way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.

Total Cash Settlement \$ 1,100.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By Marvin R. Osguthorpe

RIGHT OF WAY AGENT

By St. Mark

DISTRICT ENGINEER

By Clarence Williams AUG 14 1963

ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by _____
Road Commission SEP 27 1963, 19__

Arville Farnsworth
Acting Commission Secretary

GRANTOR _____

RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

W.B. Prestwich

\$ 1,100.00 App.PARCEL NO. 144 & 144:E

Pre-negotiation appraisals

\$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way	_____ acres at _____	per acre \$ <u>865.00</u>
Easement	_____ acres at _____	per acre \$ <u>235.00</u>

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances.

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

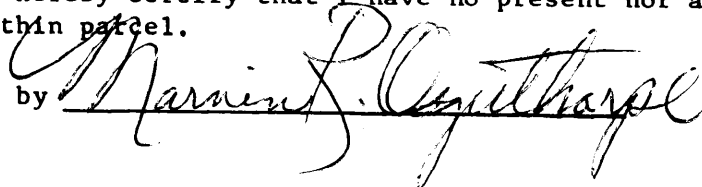
\$ 1,100.00

Explain items in detail _____

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Date August 9, 1963

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William J. [unclear]*

Warranty Deed

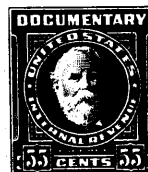
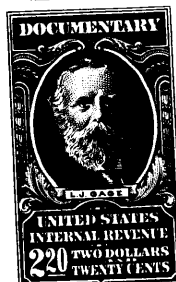
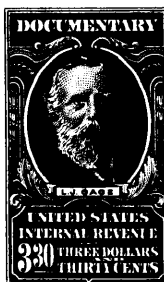
(CONTROLLED ACCESS)

Ezra E. Bingham and Helen Bingham, his wife
aka Helen P. Binghamof Riverdale, County of Weber, State of Utah,
hereby conveys and warrants in fee simple to the STATE ROAD COMMISSION OF UTAH,
Grantee for the sum of Five thousand one hundred and no/100 Dollars,
the following described tract of land in Weber County, State of Utah, to-wit:

A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. Said tract of land is bounded on the easterly side by a line parallel to and 120.0 ft. distant easterly from the center line of said project and bounded westerly from said easterly side line by the northwesterly and southerly boundary lines of the grantors land. Said center line is described as follows:

Beginning at the intersection of said southerly boundary line and said center line approximately at Engineer Station 915+00, which point is approximately 796 ft. west and 418 ft. north from the SE. corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 6° 04' E. 162 ft., more or less, to the intersection of said center line approximately at Engineer Station 916+62 and said northwesterly boundary line as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described tract of land contains 0.90 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor and the grantee shall not be liable for any water assessment now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a freeway, as contemplated by Chapter 63, Laws of Utah, 1945, the grantor hereby release and relinquish to the grantee any and all rights or easements appurtenant to the grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed, to or from said highway. ~~Excepting and reserving to the grantor, his heirs, successors or assigns, the right of access to the nearest roadway of said highway over and across the right of way line for a distance of four feet from the center line of said section, center at the point directly opposite Highway Engineer's Station~~

WITNESS, the hands of said grantor, this 5th day of August, A. D. 1963.

Signed in the presence of:

Ezra E. Bingham
Helen P. Bingham

STATE OF UTAH

County of Weber ss.

On the 5th day of August, A. D. 1963 personally appeared before me Ezra E. Bingham and Helen P. Bingham, his wife the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires 3-6-66

Notary Public.

grantors

Notary Public

8A-97

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line 31st Street.

Side _____ of Highway _____ Parcel No. 144:A & 148:A Approx. 4900 So. 1700 West, Riverdale, Utah

Date August 5, 1963 Ezra E. Bingham & Helen Bingham his wife Grantors
of 4857 So. 1700 West Riverdale, Utah Weber County, Utah

No. 144:A & 148:A Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Marvin R. Osguthorpe

NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to

TITLE

the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantors, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Federal Land Bank of Berkley, Salt Lake City, Utah Mortgage SEE #144

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THIS INSTRUMENT IS AN OPTION ONLY UNTIL APPROVED BY THE DIRECTOR OF HIGHWAYS.

7. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

Pay cash in full to the grantors for the following:

Land as described in Warranty Deed #144:A

Land as described in Warranty Deed #148:A

AMOUNT

5,100.00

18,600.00

8. Grantors relinquish all rights of ingrees to or egress from their remaining property contiguous to the lands hereby conveyed, to or from said highway.

9. Grantors agree to pay all taxes assessed against the property.

10. The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right of way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.

Total Cash Settlement \$ 23,700.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By Marvin R. Osguthorpe
RIGHT OF WAY AGENT

By [Signature]
DISTRICT ENGINEER

By [Signature] AUG 14 1963
ADMINISTRATOR, RIGHT OF WAY DIVISION

Approved by SEP 27 1963, 19

[Signature]
Acting Commission Secretary

GRANTOR

RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N.A. Smith \$ 5,100.00 App.
PARCEL NO. 144:A Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:		
Right of Way	_____ acres at _____ per acre	\$ <u>5,100.00</u>
Easement	_____ acres at _____ per acre	\$ _____
2. Value of improvements taken or destroyed:		\$ _____
3. Damages: (Proximity, severance, etc.)		\$ _____
4. Moving and/or rehabilitation of buildings and appurtenances.		\$ _____
5. Controlled access:		\$ _____
	Gross Amount	\$ _____
6. Salvage, amount		\$ _____
	Net Amount	\$ <u>5,100.00</u>

Explain items in detail _____

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Merrin P. Capthorne

Date August 9, 1963

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N.S. Smith \$18,600.00 App.
PARCEL NO. 148:A Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 6.20 acres at _____ per acre \$ 18,600.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances. \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 18,600.00

Explain items in detail _____

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Mervin R. Oguthorpe

Date August 9, 1963

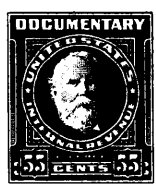
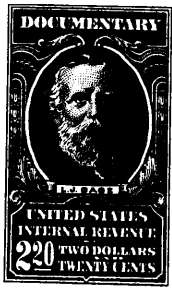
WARRANTY DEED Description No. 15-8:144B.7
Project No. I-15-8(6)334

Golden A. Bingham and Cora S. Bingham, his wife
of Riverdale, Weber County, State of Utah
hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH
for the sum of Two thousand one hundred and ten and no/100
the following described tract(s) of land in Weber County, State of Utah, to-wit:

A tract of land for a service road incident to the construction of highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the N $\frac{1}{4}$ corner of said Section 13; thence South 572 ft., more or less, to the southerly boundary line of the grantors land; thence N. 87° 30' W. 86 ft., more or less, along said southerly boundary line to a point 50.0 ft. radially distant westerly from the center line of said service road; thence Northerly 132 ft., more or less, along the arc of a 1687.0 radius curve to the right to a point opposite Engineer Station 18+75.48 (Note: Tangent to said curve at its point of beginning bears approximately N. 4° 44' W.); thence N. 0° 19' W. 419.67 ft. to a point of tangency with a 459.26 ft. radius curve to the right; thence Northerly 18 ft., more or less, along the arc of said curve to the north line of said Section 13; thence East 91 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 1.20 acres, more or less, of which 0.22 acre, more or less, is now occupied by the existing 1500 West Street. Balance 0.98 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand(s) of said grantor(s), this 9th day of September A. D. 19 63
Signed in the presence of:

x *Golden A. Bingham*
x *Cora S. Bingham*

STATE OF UTAH } ss.
County of Weber

On the 9th day of September A. D. 1963 personally appeared before me Golden A. Bingham & Cora S. Bingham (his wife)

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires July 30, 1966

F. John Francis
Notary public

Form R W-1

Prepared by JLB, 4/5/62

661 RM 631
61.7

UTAH SATISFACTION OF MORTGAGE

Know all Men by these Presents: that THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, does hereby certify and declare that a certain mortgage bearing date the 26th day of August, 1953, made and executed by Golden A. Bingham and Cora C. Bingham, husband and wife, as the first part therein to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, the party of the second part therein, on the following described property situate in the County of Weber, State of Utah, to-wit:

A part of the Northeast Quarter of the Northwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Meridian, U. S. Survey: Beginning at a point on the East line of the State Highway North $89^{\circ} 30'$ East 2564.2 feet and South $42^{\circ} 21'$ West 740 feet from the Northwest corner of said Quarter Section and running thence South $67^{\circ} 35'$ East 598.2 feet, more or less, to the East line of said Quarter Section; thence North $0^{\circ} 16'$ East 570 feet along the Quarter Section line to the fence on the North line of said Quarter Section; thence South $89^{\circ} 30'$ West 103.4 feet, more or less, to the East line of the State Highway; thence South $42^{\circ} 21'$ West 740 feet along the East line of State Highway to the place of beginning: EXCEPTING therefrom a right-of-way over the East 1 rod thereof.

and recorded in the office of the County Recorder of the County of Weber
State of Utah, in Book 1124 Page 553
Entry No. 208576 on the 27th day of August, 1953 together
with the debt thereby secured, is fully paid, satisfied and discharged.

In Witness Whereof, the said THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer this 24th day of April 1964

**THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES.**

By K. G. Dwyer Vice President

State of New York
County of New York

On this 24th day of April 1961

before me. K. E. Baggart who being by me duly sworn did say he is a Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation of the State of New York; and that said instrument was signed in behalf of said corporation by authority of its By-laws, and said Vice President acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, this the day and year first above

Ann M. O'Leary

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6) 334 Davis Co. Line -31st. St
 _____ Side _____ of Highway _____ Parcel No. 144B 1500 West, North of Riverdale Rd.

Date March 12, 1964 ~~####~~ Golden A. Bingham & Cora S. Bingham, his wife Grantors
 of Riverdale, Ogden, Utah

No. 144B Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Seymour K. Liechty

NAME OF AGENT

Right of Way Agent ^{TITLE} _____, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Equitable Life Assurance Co. Salt Lake City, Utah - *Note: Total release recorded by grantor.*
 2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
 4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the grantors for the following:
 Land as described in Deed No. 144B

AMOUNT

\$2,110.00

7. Grantors agree to pay all taxes assessed on said property.

8. It is agreed and understood that the State Road Commission will furnish and install a type B fence along Westerly Right of Way Line Between Eng. Sta. 23+15 to 17+44, Also furnish and install one twelve foot gate, the location to be determined at the time of construction by the Project Engineer and the Grantors.

APPROVAL OF CONSTRUCTION ITEMS:

By *W.E. Muehlen*
 DISTRICT ENGINEER

Total Cash Settlement \$ 2,110.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By *Seymour K. Liechty*
 RIGHT OF WAY AGENT
 By *Clarence Williams*
 ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by _____
 Road Commission MAR 31 1964 19 _____

Clarence J. Alfred

Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Golden A. Bingham
Cora S. Bingham

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6) 334 Davis Co. Line-31st St Ogden Prestwich \$ 2,110.00
PARCEL NO. 144B Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 2,110.00
Easement _____ acres at _____ per acre \$ _____
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 2,110.00

Explain items in detail _____

Settlement Has Been Made On The Appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by Lyman K. Liberty

Date 12 March 64

Description No. 15-8:145:A
WARRANTY DEED Project No. I-15-8(6)334

(Controlled Access)

Noel Cragun and Norma D. Cragun, his wife _____, grantor(s)
of Rivendale, County of Weber, State of Utah,
hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION
OF UTAH, Grantee, for the sum of One thousand three hundred Dollars,
the following described tract of land in Weber County, State of
Utah, to-wit:

A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of
Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described
as follows:

Beginning at the intersection of the easterly boundary line of the grantors land
and the northwesterly right of way line of an existing highway, which point is approxi-
mately 713 ft. south and 883 ft. west from the N $\frac{1}{4}$ corner of said Section 13; thence
Northerly 137.6 ft. along said easterly boundary line to the north boundary line of said
grantors land; thence West 30 ft., more or less, along said north boundary line to a point
170.0 ft. perpendicularly distant westerly from the center line of said project; thence
S. 6° 04' W. 181 ft., more or less, to a point opposite Engineer Station 915+30; thence
Southwesterly 125 ft., more or less, along a straight line to said northwesterly right
of way line at a point 230.0 ft. perpendicularly distant westerly from said center line;
thence Northeasterly 210 ft., more or less, along said northwesterly 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 State Road Commission of Utah. Above described tract of land contains
0.23 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved
by the grantor, and the grantee shall not be liable for any water assessments now due or
which shall become due.

To enable the grantee to construct and maintain a public highway as a
freeway _____, as contemplated by Chapter 63, Laws of Utah, 1945,
said highway to consist of inner through traffic lanes and adjacent frontage
road _____, the grantor(s) hereby release(s) and relinquish(es) to the grantee,
any and all rights or easements appurtenant to the grantors remaining prop-
erty by reason of the location thereof with reference to said highway,
including, without limiting the foregoing, all rights of ingress to or egress
from the grantors remaining property contiguous to the lands hereby conveyed
to or from said inner lanes; provided, however, that such remaining property
of the grantor(s) shall abut upon and have access to said frontage road which
will be connected with said inner through traffic lanes only at such points
as may be established by public authority.

WITNESS, the hand s of said grantor s, this 3rd day of
October, A. D. 19 63.

Signed in the presence of:

x Noel Cragun
x Norma D. Cragun

STATE OF UTAH)
COUNTY OF Weber) ss

On the 3rd day of October A. D. 1963 personally
appeared before me Noel Cragun & Norma D. Cragun (his wife)
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires July 30, 1966

J. John Francis
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. 1-15-8(6)334 Davis Co. - 31st. St. Ogden
Side _____ of Highway _____ Parcel No. 145:A 4931 South, 1700 West, Riverdale

Date 10 - 3 - 1963 Noel Cragun & Norma Dawson Cragun (his wife) Grantors
of Riverdale in Weber County, Utah

No. 145:A Warranty Deed deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
over property described in said deed has been delivered to F. John Francis
NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to
TITLE
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantors, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. Federal Building and Loan, Ogden

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THIS INSTRUMENT IS AN OPTION ONLY UNTIL APPROVED BY THE DIRECTOR OF HIGHWAYS.

7. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

AMOUNT

Pay cash in full to the grantors for the following:
Land as described in Warranty Deed # 145:A

\$1,300.00

8. Grantors agree to pay all taxes assessed against the property.

9. Grantors relinquish all rights of ingress to or egress from the remaining property contiguous to the lands hereby conveyed to or from the said highway excepting the grantors shall have access to the frontage road to be constructed by the State Road Commission.

Total Cash Settlement \$ 1,300.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By F. John Francis
RIGHT OF WAY AGENT

By M. J. Mink
DISTRICT ENGINEER

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by
Road Commission JAN 10 1963, 19

Clarence J. Allred
Commission Secretary

x Noel Cragun

x Norma D. Cragun

GRANTOR

RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of 1

PROJECT NO. I-15-8(6)334 Davis Co. Line - 31st. St. Og. Nate Smith \$ 1,300.00
Pre-negotiation appraisals
PARCEL NO. 145:A Review: Milt Twitchell \$ 1,300.00

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way .23 acre, 10057 sq. ft. at .13 sq. ft. per acre \$ 1,300.00
Easement _____ acres at _____ per acre \$ _____
2. Value of improvements taken or destroyed: \$ _____
3. Damages: (Proximity, severance, etc.) \$ _____
4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
5. Controlled access: \$ _____
- Gross Amount \$ 1,300.00
6. Salvage, amount \$ _____
- Net Amount \$ 1,300.00

Explain items in detail _____

Grantors settled on the approved appraisal price.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by J. John Francis

Date 11 - 20 - 1963

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

FOLLOWS 1120 DT IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY
Platted ☒ Indexed ☒ ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

STATE OF UTAH

STATE OF UTAH, by and through
its ROAD COMMISSION,

Plaintiff,

FINAL ORDER OF CONDEMNATION

-v-

Civil No. 41,128 - 3

GORDON G. HOWES, et al.
* * *

FRANK D. WARNER and EMMA S.
WARNER, his wife; JAMES M.
WARNER and MURELLA WARNER, his
wife; FRED S. WARNER, a single
man; and ANNA WARNER CROCKETT,
a widow,

Project No. I-15-8(6)334
Parcel No. 145B
Total Payment: \$1,110.26

Defendants. :

It appearing to the court and the court now finds that heretofore,
on the 5th day of June, this court made and entered its judgment
in the above entitled proceeding, and said judgment is hereby
referred to; and

It appearing to the court and the court now finds that pursuant
to the law and the said judgment, the plaintiff did pay said judg-
ment to the defendants, Frank D. Warner and Emma S. Warner, his
wife, James M. Warner and Murella Warner, his wife, Fred S. Warner,
and Anna Warner Crockett, together with all interest required by
said judgment to be paid; and

It further appearing to the court that the plaintiff has made all
payments as required by law and order of this court, and that this
is not a case where any bond was required to be given, and all and
singular the law in the premises being given by the court under-
stood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcel of

1120 x DT

land hereinafter described is hereby taken and condemned in fee simple title for the purpose described and set forth in plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this Final Order of Condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:145B

A parcel of land in fee for a service road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S. L. B. & M. The boundaries of said parcel of land are described as follows:

Beginning on the southeasterly right of way line of a State Road at a point 40.0 ft. radially distant northeasterly from the center line of the field revision of said service road, which point is approximately 155 ft. north and 36 ft. east from the S $\frac{1}{4}$ corner of said Section 12; thence S. 41° 43' W. 67 ft., more or less, to the westerly boundary line of the grantors land; thence S. 00° 06' E. 5 ft. to the southerly boundary line of said grantors land; thence Easterly 28 ft., more or less, along said southerly boundary line to a point 45.0 ft. radially distant southeasterly from said center line of the field revision; thence Northerly 56 ft., more or less, along a straight line to the point of beginning. The above described parcel of land contains 0.02 acre, more or less.

Dated this 4th day of August, 1967.

15/ Charles L. Cowley
DISTRICT JUDGE

STATE OF UTAH }
COUNTY OF WEBER }

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 7th DAY OF Aug 1967
WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST. COURT
BY Wendell Hansen DEPUTY

IN BOOK OF RECORDS

RUTH EARL
COUNTY RECORDER

Lillian R. Peterson
Deputy

EASEMENT

Parcel No. 15-8:145:E
Project No. 1-15-8(6)334

Noel Cragun and Norma Cragun, his wife
of Riverdale, County of Weber, State of Utah,
hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Sixty and no/100 Dollars,
an easement upon part of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section
13, T. 5 N., R. 2 W., S.L.B.&M. in Weber County, Utah, for the purpose of con-
structing thereon an irrigation facility and appurtenant parts thereof incident
to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining
westerly the following described portion of the westerly side line of said
project:

Beginning at a point 170.0 ft. perpendicularly distant westerly from the
center line of said project at Engineer Station 916+30, which point is approx-
imately 769 ft. south and 957 ft. west from the N $\frac{1}{4}$ corner of said Section 13;
thence N. 06°04' E. 181 ft., more or less, to the north boundary line of said
entire tract. The above described parcel of land contains 0.02 acre, more
or less.

After said irrigation facility is constructed on the above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said irrigation
facility and appurtenant parts thereof.

WITNESS, the hand of said Grantor s, this 29th day of September
A. D. 19 64 .

Signed in the presence of:

Noel Cragun
Norma Cragun

STATE OF UTAH)
: ss.
County of Weber)

On the 29th day of September, A. D. 19 64, personally appeared before
me Noel Cragun and Norma Cragun, his wife, the signer of the within instrument,
who duly acknowledged to me that he executed the same.

My Commission expires: 10-10-65

A. Wells Parker
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>915+30</u>	to Station <u>917+10</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to 31st St., Ogden
Westerly Side of Highway		Parcel No. <u>145:E 4931 S. 1700 W., Riverdale</u>	

Date 29 September 1964 Noel Cragun & Norma Cragun, his wife Grantor S
of 4931 South 1700 West Street, Riverdale, Weber County, Utah

No. 145:E Easement deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
over property described in said deed has been delivered to H. Wells Meeks,
NAME OF AGENT
Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor S, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

Land as described in Easement No. 15-8:145:E

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 60.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Noel Cragun

Norma Cragun

Approved by NOV 16 1964
Road Commission

Clarence J. Allred
Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N. Smith \$ 60.00
PARCEL NO. 145:E Pre-negotiation appraisals \$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ _____
Easement _____ acres at _____ per acre \$ 60.00
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 60.00

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *H. Wells*

Date 30 October 1964

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Sullivan & Peterson*

WARRANTY DEED

Description No. 15-8:146:A
Project No. I-15-8(6)334

(Controlled Access)

Ezra E. Bingham and Helen Bingham, his wife, grantor(s)

of Riverdale, County Weber, State of Utah,
hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION
OF UTAH, Grantee, for the sum of Thirteen thousand Five hundred and ninty-four
Dollars, and no/100
the following described tract of land in Weber County, State of
Utah, to-wit:

A tract of land for highway known as Project No. 15-8 situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of
Section 13, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described
as follows:

Beginning on the north boundary line of the grantors land at a point 220.0 ft.
perpendicularly distant westerly from the center line of said project, which point is
approximately 1715 ft. east and 33 ft. south from the NW. corner of said Section 13;
thence Southeasterly 57 ft., more or less, to a point 170.0 ft. perpendicularly distant
westerly from said center line at Engineer Station 923+25; thence S. 6° 04' W. 502 ft.,
more or less, to said south boundary line; thence East 30 ft., more or less, to a
westerly boundary line of said grantors land; thence S. 8° 14' E. 137.6 ft. to the
northwesterly right of way line of a State Highway; thence N. 41° 51' E. 372 ft., more
or less, along said northwesterly right of way line to a point 120.0 ft. perpendicularly
distant easterly from said center line; thence N. 6° 04' E. 400 ft., more or less, to the
north boundary line of said grantors land; thence West 339 ft., more or less, along said
north line to the point of beginning as shown on the official map of said project on
file in the office of the State Road Commission of Utah. Above described tract of land
contains 3.68 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantors, and the grantee shall not be liable for any water assess-
ments now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Chapter 63, Laws of Utah, 1945,
said highway to consist of inner through traffic lanes and adjacent frontage
road, the grantor(s) hereby release(s) and relinquish(es) to the grantee,
any and all rights or easements appurtenant to the grantors remaining prop-
erty by reason of the location thereof with reference to said highway,
including, without limiting the foregoing, all rights of ingress to or egress
from the grantors remaining property contiguous to the lands hereby conveyed
to or from said inner lanes; provided, however, that such remaining property
of the grantor(s) shall abut upon and have access to said frontage road which
will be connected with said inner through traffic lanes only at such points
as may be established by public authority.

WITNESS, the hand s of said grantors, this 5th day of
August, A. D. 1963.

Signed in the presence of:

Ezra E. Bingham
Helen P. Bingham

STATE OF UTAH)
COUNTY OF Weber) ss

On the 5th day of August A. D. 1963 personally
appeared before me Ezra E. Bingham and Helen P. Bingham, his wife
the signor of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires 3-6-66

Mervin P. Ogutharpe
Notary Public

R/W 22 Prepared by KP, 7/27/62

3A-102

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis County Line
Parcel No. 146 to 31st Street

THIS AGREEMENT made and entered into this 17th
day of October, 19 63, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road
Commission" and Melva K. Housley
of 3041 Jefferson Ave., Ogden, Utah, hereinafter
referred to as "Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the
Second Part cash in the amount of \$ 100.00 as reimbursement of
expenses incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of
the above set out sum shall constitute full and complete satis-
faction of all obligations under this contract on the part of the
Road Commission and further agrees that said sum is payment in
full.

Melva K. Housley

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By OD - Hall
Relocation Officer

By Clarence Walker
Administrator, Right of Way Division

Approved by
Road Commission Oct. 22, 1963
Clarence Walker
Commission Secretary

Ram

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Davis Co. Line 31st Street.
Side _____ of Highway _____ Parcel No. 146:A 4881 So. 1700 West Riverdale, Utah

Date August 5, 1963 Ezra E. Bingham & Helen Bingham his wife Grantor s
of 4857 So. 1700 West, Riverdale, Utah Weber County, Utah

No. 146:A Warranty deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
over property described in said deed has been delivered to Marvin R. Osguthorpe
NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed by the District Engineer (or other duly authorized representative of the District) and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. Federal Land Bank of Berkley, Salt Lake City, Utah Mortgage

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

	AMOUNT
(A) Pay cash in full to the grantors for the following: Land as described in Warranty Deed #146:A Improvements located on said tract	21,900.00
8. It is mutually agreed and understood that the salvage rights to the improvements on this tract are worth \$700.00, which amount is hereby deducted from this settlement.	-700.00
9. Grantors are to have until October 15, 1963 to remove all salvage from the aforesaid tract.	
10. Grantors agree to leave the premises in a clean presentable condition and to remove all debris and etc. from the premises. In order to insure that this will be done \$500.00 is withheld from this settlement. This amount will be paid after property has been inspected.	
11. Grantors relinquish all rights of ingress to or egress from their remaining property contiguous to the lands hereby conveyed, to or from said highway.	
12. Grantors agree to pay all taxes assessed against the property.	
13. The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right of way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.	
14. It is understood by the parties hereto that this instrument is an option only until approved by the director of highways.	

Maximum Liability \$ _____ Total Cash Settlement \$ 21,200.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval
By Marvin R. Osguthorpe
RIGHT OF WAY AGENT
By Clarence J. Allred
DISTRICT ENGINEER
By Clarence J. Allred AUG 23 1963
RIGHT OF WAY ENGINEER DATE
Approved by _____
Road Commission SEP 3 1963 19
Clarence J. Allred
Commission Secretary
RIGHT OF WAY ENGINEER
GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

N.A. Smith

\$ 21,900.00 App.

Pre-negotiation appraisals

PARCEL NO. 146:A

\$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ 13,594.00
Easement _____ acres at _____ per acre \$ _____2. Value of improvements taken or destroyed: \$ 7,405.003. Damages: (Proximity, severance, etc.) \$ 901.00

4. Moving and/or rehabilitation of buildings and appurtenances. \$ _____

5. Controlled access: \$ _____

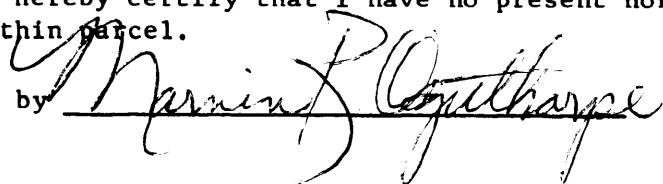
Gross Amount \$ 21,900.006. Salvage, amount \$ 700.00Net Amount \$ 21,200.00

Explain items in detail _____

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date

August 9, 1963

Wm. J. Dept Highway
St. Office 6/24
438145 no fee

BOOK 789 PAGE 326

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

STATE OF UTAH
COUNTY OF WEBER

Parcel No. 15-8:146:E
Project No. 1-15-8(6)334

Utah State Road Comm. EASEMENT

Nov 9 9 31 AM '64

IN BOOK OF RECORDS *Virginia McKlem Deputy*
PAGE Ezra E. Bingham and Helen P. Bingham, his wife, Grantors,
RUTH E. OLSEN Riverdale, County of Weber, State of Utah,

hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
One hundred and eighty and no/100 Dollars,

an easement upon part of an entire tract of property in the NE¹/₄ of Section 13, T. 5 N., R. 2 W., S. 1. B. & M. in Weber County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining westerly the following described portion of the westerly side line of said project:

Beginning at a point 170.0 ft. perpendicularly distant westerly from the center line of said project at Engineer Station 923+25, which point is approximately 1759 ft. east and 66 ft., south from the NW. corner of said Section 13; thence S. 06°04' W. 502 ft., more or less, to the south boundary line of said entire tract. The above described parcel of land contains 0.06 acre, more or less.

After said irrigation facility is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility and appurtenant parts thereof.

WITNESS, the hand of said Grantor s, this 28th day of September, A. D. 1964.

Signed in the presence of:

Ezra E. Bingham
Helen P. Bingham

STATE OF UTAH)
: ss.
County of Weber)

On the 28th day of September, A. D. 1964, personally appeared before me Ezra E. Bingham and Helen P. Bingham, his wife the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires: 10-10-65

N. Wells
Notary Public

PT 1150 X DT

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>917+00</u>	to Station <u>925+00</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to 31st St., Ogden
Westerly Side of Highway		Parcel No. <u>146:E</u> at <u>4857 S. 1700 W.</u>	

Date 28 September 1964 Ezra E. Bingham & Helen P. Bingham, his wife Grantor s
of 4857 South 1700 West Street, Riverdale, Weber County, Utah

No. 146:E Easement deed for a tract of land for State highway purposes
over property described in said deed has been delivered to H. Wells Meeks
NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. **Clear.**

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

Land as described in Easement No. 15-8:146:E

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 180.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT

By Clarence J. Alfred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by _____
Road Commission OCT 23 1964 19

Clarence J. Alfred
Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Ezra E. Bingham
Helen P. Bingham

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

N. Smith

\$ 180.00

PARCEL NO. 146:E

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ _____
Easement _____ acres at _____ per acre \$ 180.00

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

\$ 180.00

Explain items in detail _____

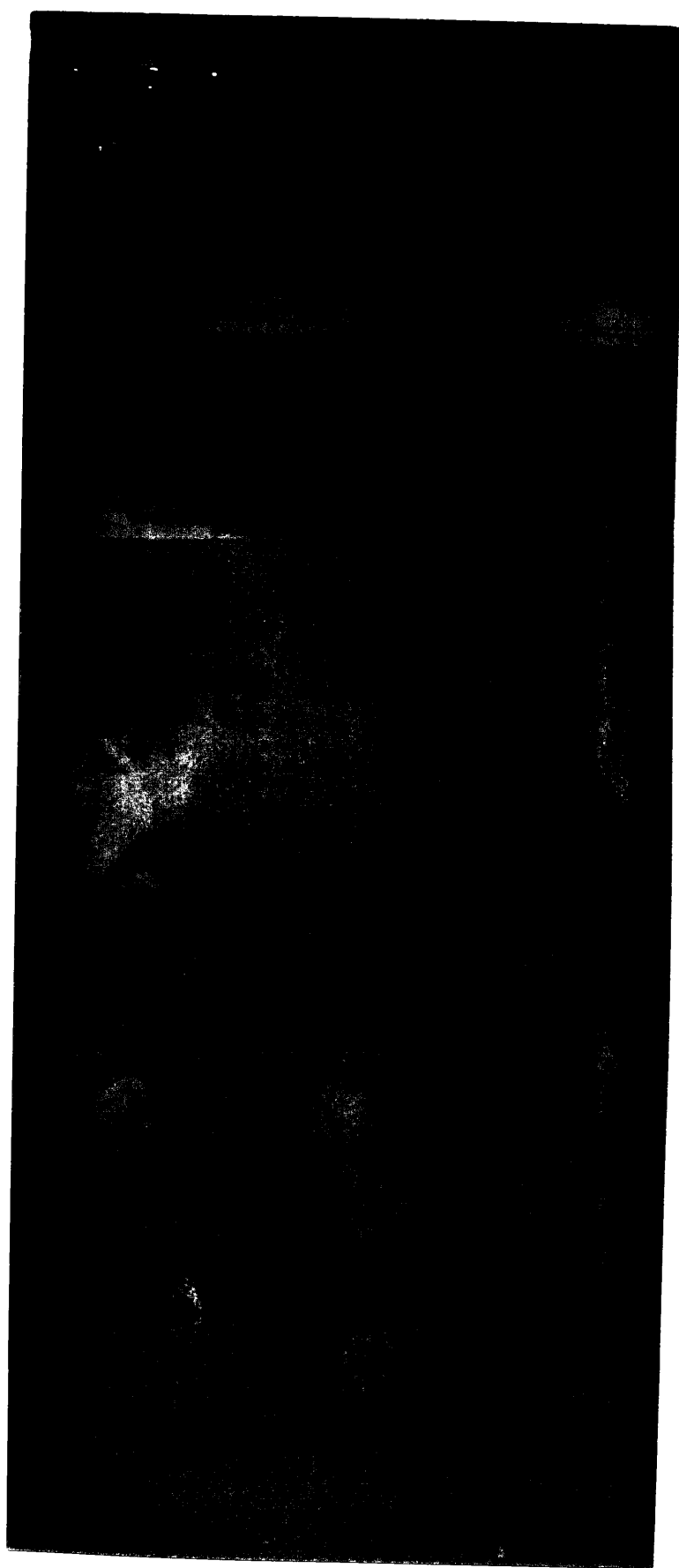
The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date 2 October 1964



RELEASE OF REAL ESTATE MORTGAGE

1-15-8(6)334

:147:AL, :150:AL, :150:LS

THIS CERTIFIES that a certain Mortgage covering the following described property:

A part of the Southeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey. Beginning at a point 706.86 feet North and 404.45 feet East of the Southwest corner of the said Southeast Quarter, said point lying along the North West boundary of the State Highway Right-of-Way; and running thence North $47^{\circ}37'$ West 200.0 feet; thence North $42^{\circ}23'$ East 100.0 feet; thence South $47^{\circ}37'$ East 200.0 feet; thence North $42^{\circ}23'$ West along the said Right of Way 100.0 feet to the point of beginning.

Also, a part of the East one half of the South west quarter of Section 12, Township 5 North, Range 2 West, of the Salt Lake Meridian, United States Survey: Beginning at a point on the East right of way fence line of the Bamberger Railroad; said point being North 33 feet and North $89^{\circ}32'$ East 227.8 feet from the Southwest corner of said East one half of said quarter section, running thence North $89^{\circ}32'$ East 535.20 feet; thence North $0^{\circ}11'$ East 39.06 feet to the Bamberger Railroad fence line; thence South $38^{\circ}15'$ East 962.93 feet; thence to the left along the Arc of a 2068.89 foot radius curve 920.93 feet; thence South $12^{\circ}45'$ West 392.91 feet to the place of beginning. Containing 12.8 acres more or less. (over)

and executed by

D. E. ROBERTS and J. E. HILL

dated October 29th

1957

and recorded in Book

of Mortgages on Page 310

in the office of the County

Recorder of

County State of

on the 30th day

of October

A.D. 1957 for the sum of \$17,000.00

DOLLARS,

has been fully satisfied by the payment of the debt secured thereby, and is hereby cancelled and discharged.

Dated this 29th

day of December

A.D. 1964

FIRST SECURITY BANK OF UTAH
National Association

By

C. E. Roberts
Vice-President Assistant ManagerSTATE OF UTAH
COUNTY OF

} ss.

On the 29th day of December, A.D. 1964, I, _____, who is duly qualified and sworn, did say he is Vice-President of FIRST SECURITY BANK OF UTAH, National Association, and that said instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors, and said _____ acknowledged the same.

My Commission Expires _____

Notary Public

Residing at

Ogden, Utah

at the intersection of the right of way line of the Bamberger
Railroad, and the north line of a road street, at a point approximately 2
rods from the east line of said road street, Township 5
North, Range 10 East, 10th Principal Meridian, North 30° 33'
East along the north line of the land to the Northwest corner of the land conveyed
to Alice Long on October 29th, 1917; thence South 38° 15' East 750.5 feet to
the South line of the land conveyed to Alice B. Michael, et al, by deed recorded in
Book 141 of Deeds, page 127, North 30° 33' East 221.00 feet, more or less, to
Easterly right of way line of the Bamberger Railroad; thence North 30° 15'
East along the right of way line of the Bamberger Railroad to the point of beginning.
Also, a portion of the land conveyed to Alice B. Michael, et al, by deed recorded in
Book 141 of Deeds, page 127, North 30° 33' East 221.00 feet, more or less, from the
Southwest corner of the land conveyed to Alice B. Michael, et al, by deed recorded in
Book 141 of Deeds, page 127, North 30° 33' East 221.00 feet, more or less, to
Easterly right of way line of the Bamberger Railroad; thence North 30° 15'
East along the right of way line of the Bamberger Railroad to the point of beginning.
Also, a portion of the land conveyed to Alice B. Michael, et al, by deed recorded in
Book 141 of Deeds, page 127, North 30° 33' East 221.00 feet, more or less, from the
Southwest corner of the land conveyed to Alice B. Michael, et al, by deed recorded in
Book 141 of Deeds, page 127, North 30° 33' East 221.00 feet, more or less, to
Easterly right of way line of the Bamberger Railroad; thence North 30° 15'
East along the right of way line of the Bamberger Railroad to the point of beginning.

RELEASE OF MORTGAGE

FROM

FIRST SECURITY BANK OF ILL.
NATIONAL ASSOCIATION

TO

County Recorder

Deputy Recorder

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. <u>I-15-8(6)334</u>	Davis Co. Line - 31st Street, Ogden
Side _____ of Highway		Parcel No. <u>147:A</u>	

Date September 11, 1964 Don F. Ellis & Ardis H. Ellis, his wife Grantor S
 of 4649 South 1200 West, Riverdale, Utah

No. 147:A Warranty deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed have been delivered to Anthony R. Rudelich & Jenkyn E. Powell,
NAME OF AGENT
Chief Negotiator & Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor S, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

Pay cash in full to the grantors for the following:

Land as described in Warranty Deed No. 147:A
 Damages

\$23,200.00

Interest at 6% per annum from September 18, 1963, to September 11, 1964.
 Grantors hereby release and relinquish all rights of ingress to or egress from the grantors remaining property contiguous to the land hereby conveyed to or from said highway.

1,369.12

Grantors agree to pay all taxes assessed against the property

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 24,569.12

m.R.C. IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Anthony R. Rudelich
 Recommended for approval

By *Jenkyn E. Powell*
RIGHT OF WAY AGENT

By *Clarence J. Allred*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by NOV 6 1964
 Road Commission _____

Clarence J. Allred
 Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

N. A. Smith

\$ 23,200.00 aprv.

Pre-negotiation appraisals

PARCEL NO. 147:A

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way	<u>1.99</u>	acres at	<u>9,000.00</u>	per acre	\$ <u>11,970.00</u>
Easement	_____	acres at	_____	per acre	\$ _____

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ 8,230.00

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ 23,200.006. ~~Salvage, amount~~

Interest

\$ 1,369.12

Net Amount

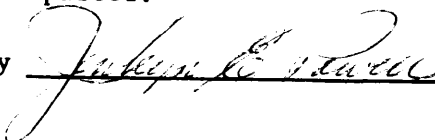
\$ 24,569.12

Explain items in detail _____

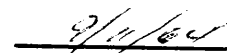
Settlement was made on the approved appraisal, plus interest at 6% per annum from Sept. 18, 1963 to Sept. 11, 1964, court order.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date



OCT 19 10 50 AM '64

BOOK

787

PAGE 486

Platted

☐

Indexed

☒

Recorded

☒

Abstracted

☒

Compared

☒

Page

☒

IN BOOK

OF RECORDS

PAGE

RUTH EAMES OLSEN

COUNTY RECORDER

Sullivan H. Peterson
Deputy

E A S E M E N T

Parcel No. 15-8:147:E

Project No. 1-15-8(6)334

Don F. Ellis and Ardie H. Ellis, his wife
of Riverdale, County of Weber, State of Utah,
hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Four hundred and twenty and no/100 Dollars,
an easement upon part of an entire tract of property in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
12, T. 5 N., R. 2 W., S.L.B.&M. in Weber County, Utah, for the purpose of con-
structing thereon an irrigation facility and appurtenant parts thereof incident
to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 5.0 ft. wide adjoining
westerly the following described portion of the westerly side line of said
project:

Beginning on the south boundary line of said entire tract at a point
120.0 ft. perpendicularly distant westerly from the center line of said project
approximately at Engineer Station 924+26, which point is approximately 33 ft.
north and 821 ft. west from the SE. corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 06°04'
E. 159 ft., more or less, to a point of tangency with a 2984.79 ft. radius
curve to the right opposite Engineer Station 925+84.83; thence Northerly 1083
ft., more or less, along the arc of said curve to the east boundary line of
said entire tract. The above described parcel of land contains 0.14 acre,
more or less.

After said irrigation facility is constructed on the above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said irrigation
facility and appurtenant parts thereof.

WITNESS, the hand of said Grantor^s, this 11th day of September
, A. D. 19 64.

Signed in the presence of:

Don F. Ellis
Ardie H. Ellis

STATE OF UTAH)

: ss.

County of Weber)

On the 11th day of September, A. D. 19 64, personally appeared before
me Don F. Ellis & Ardis H. Ellis, his wife, the signer of the within instrument,
who duly acknowledged to me that he executed the same.

My Commission expires: 3/14/68

J. Lynn Chance
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. I-15-8(6)334 Davis Co. Line - 31st Street, Ogden
Side _____ of Highway		Parcel No. 147:E

Date Sept. 11, 1964 Don F. Ellis & Ardis H. Ellis, his wife Grantor s

of 4649 South 1200 West, Riverdale, Utah

No. 147:E Easement deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT

over property described in said deed has been delivered to Anthony R. Rudelich & Jenkyn E. Powell,
NAME OF AGENT

Chief Negotiator & Right of Way Agent, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) **AMOUNT**

Pay cash in full to the grantors for the following:

Land as described in Easement No. 147:E

\$ 420.00

APPROVAL OF CONSTRUCTION ITEMS:

By *[Signature]*
DISTRICT ENGINEER

Total Cash Settlement \$ 420.00

m.R.O. IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By *[Signature]*
RIGHT OF WAY AGENT

By *[Signature]*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by OCT - 2 1964 19 _____
 Road Commission

[Signature]
 Acting Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature]

[Signature]

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

PARCEL NO. 147:E

N. A. Smith
Pre-negotiation appraisals
Holbrook
\$ 400.00
\$ 420.00 aprv.

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ _____
Easement 0.14 acres at 3,000.00 per acre \$ 420.00
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 420.00

Explain items in detail

Settlement was made on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by James E. Powell

Date 9/14/68

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____ Project No. I-15-8(6)334 Weber Co. Line to 31st St/
 _____ Side _____ of Highway _____ Parcel No. 149:A abt. 4800 So. & 1500 West Riverdale

Date Sept. 15, 1964 Alma L. Ellis & Mabel C. Ellis, his wife Grantor S
 of 4804 South 1500 West, Riverdale, Utah

No. 149:A Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Jenkyn E. Powell & Anthony R. Rudelich

NAME OF AGENT

Right of Way Agent & Chief Negotiator

as escrow agent, with instructions to deliver said deed to
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) AMOUNT

Pay Cash in full to the grantors for the following:

Land as described in Warranty Deed No. 149:A

IMPROVEMENTS LOCATED on said tract

Interest at 6% per annum from Sept. 18, 1963 to Sept. 15, 1964.

\$6,650.00
396.81

7. Grantors release and relinquish all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed to or from said highway.

8. Grantors agree to pay all taxes assessed against the property.

APPROVAL OF CONSTRUCTION ITEMS:

By *[Signature]*
 DISTRICT ENGINEER

Total Cash Settlement \$ 7,046.81

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH
 Recommended for approval
 By *[Signature]*
 RIGHT OF WAY AGENT
 By *[Signature]*
 ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Alma L. Ellis
Mabel C. Ellis

Approved by
 Road Commission _____ 19 _____

[Signature]
 Acting Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

\$ 6,650.00 aprv.

Pre-negotiation appraisals

\$_____

* * * * *

1. Value of land acquired:

per acre \$ 6,030.00

per acre

\$ 6,030.00

\$

\$ 620.00

\$ 396.81

\$_____

\$ _____

\$ _____

\$ _____

\$ 7,046.81

Settlement was made on the approved appraisal plus 6% per annum from Sept.18,1963 to Sept.15,1964, Court order.

Signed by

Date _____

9/5/60

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 Compared ☒ Page ☒

IN BOOK

OF RECORDS

WARRANTY DEED (Controlled Access)

RUTH L. L. L.

COUNTY OF WEBER

Description No. 15-8;150:A
 Project No. I-15-8(6)334

Don F. Ellis & Ardis H. Ellis, his wife

grantor

of Riverdale, County of Weber, State of Utah,
 hereby conveys and warrants in fee simple to the STATE ROAD COMMISSION OF UTAH,
 Grantee for the sum of Thirty One Thousand and twenty nine and 10/100 Dollars,
 the following described tract of land in Weber County, State of Utah, to-wit:

A tract of land for highway known as Project No. 15-8 situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of
 Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said tract of land are described
 as follows:

Beginning at the intersection of the easterly right of way line of the U.P.R.R.
 and the southerly right of way line of 4400 South Street; which point is 2 rods south
 and 449 ft. N. 89° 33' E. from the center of said Section 12; thence S. 38° 15' W.
 34 ft., more or less, along said easterly right of way line to a point 60.0 ft.
 perpendicularly distant southerly from the center line of said 4400 South Street relocation
 thence East 30 ft., more or less, to a point opposite 4400 South Street relocation Engineer
 Station 23+00; thence S. 88° 28' E. 112.9 ft. to a point 160.0 ft. perpendicularly distant
 northwesterly from the center line of said project at Engineer Station 953+56.72
 designated as point "A"; thence S. 42° 19' W. 707.4 ft.; thence S. 44° 45' W. 100 ft.,
 more or less, to the south boundary line of the grantors land designated as point "B";
 thence Easterly 380 ft., more or less, along said south boundary line to a point 140.0
 ft. perpendicularly distant southeasterly from the center line of said project designated
 as point "C"; thence N. 44° 45' E. 80 ft., more or less, to a point opposite Engineer
 Station 949+00; thence N. 47° 26' E. 639.1 ft. to a point 170.0 ft. perpendicularly
 distant southeasterly from said center line of project at Engineer Station 955+38.42
 designated as point "D"; thence S. 69° 18' E. 119.7 ft.; thence S. 2° 20' E. 138 ft.,
 more or less, to the southeasterly boundary line of said grantors land; thence North-
 easterly 400 ft., more or less, along said southeasterly boundary line to said southerly
 right of way line of 4400 South Street; thence West 844.69 ft. 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 State Road Commission of Utah. Above described tract of land
 contains 7.43 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
 reserved by the grantor, and the grantee shall not be liable for any water assessments
 now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a freeway, as
 contemplated by Chapter 63, Laws of Utah, 1945, the grantor hereby release and relinquish
 to the grantee any and all rights or easements appurtenant to the grantors remaining
 property by reason of the location thereof with reference to said highway, including,
 without limiting the foregoing, all rights of ingress to or egress from the grantors
 remaining property contiguous to the lands hereby conveyed, to or from said highway
 between point "A" and point "B" and between point "C" and point "D".

WITNESS, the hand s of said grantor s , this 11th
 September, A. D. 19 64.

day of

Signed in the presence of:

Don F. Ellis

Ardis H. Ellis

STATE OF UTAH

County of Weber

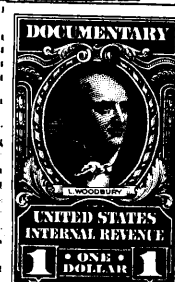
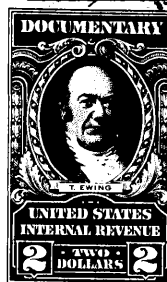
)
 : ss.
)

On the 11th day of September A. D. 1964 personally
 appeared before me Don F. Ellis and Ardis H. Ellis, his wife
 the signer of the within instrument, who duly acknowledged to me that he
 executed the same.

My Commission expires 3/24/68

Notary Public

Revised by ALV, 4/25/63



SA-98

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. <u>I-15-8(6)334</u>	Davis Co. Line - 31st Street, Ogden
Side _____ of Highway _____		Parcel No. <u>150:A</u>	

Date September 11, 1964 Don F. Ellis & Ardis H. Ellis, his wife Grantor s
 of 4649 South 1200 West, Riverdale, Utah

No. 150:A Warranty deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed have been delivered to Anthony R. Rudelich, Jenkyn E. Powell,
NAME OF AGENT
Chief Negotiator and Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:
 (A)

Pay cash in full to the grantors for the following:

Land as described in Warranty Deed No. 150:A	
Damages	
Interest at 6% per annum from September 18, 1963, to September 11, 1964.	\$29,300.00
Grantors hereby release and relinquish all rights of ingress to or egress from the grantors remaining property contiguous to the land hereby conveyed, to or from said highway.	\$ 1,729.10

Grantors agree to pay all taxes assess against the property.

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 31,029.10

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By Anthony R. Rudelich
RIGHT OF WAY AGENT

By Clarence Williams
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by DEC 4 1964
 Road Commission

Bo Taylor Burton

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Don F. Ellis

Ardis H. Ellis

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6) 334

PARCEL NO. 150:A

Supplement Holbrook \$ 29,300.00
Pre-negotiation appraisals
Smith \$ 28,000.00

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ 21,175.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ 8,125.00

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount \$ 29,300.00

6. ~~Salvage amount~~ Interest at the rate of 6% per annum from Sept. 18, 1963 to September 11, 1964 \$ 1,729.10

Net Amount \$ 31,029.10

Explain items in detail

Settlement made on the approved appraisal plus interest from the order of occupancy.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Anthony S. Budelich

Date September 14, 1964

441685

STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR

DEC 31 10 43 AM '64

BOOK 793 PAGE 484

Follows 3414 SD (12)

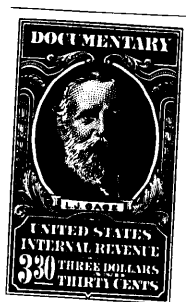
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Compared ☒ Page ☒

IN BOOK OF RECORDS

RUTH COOPER-RECORDS

76
Warranty DeedParcel No. 15-8:150:S
Project No. 1-15-8(6)334Don F. Ellis and Ardis Ellis
of Weber County

, Grantors,

hereby convey__ and warrant__ to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Two Thousand Four Hundred Seventy Four & no/100 Dollars,
the following described parcel of land in Weber County, State of Utah, to-wit:A parcel of land situated in the NW¹SE¹ of Section 12, T. 5 N., R. 2 W.,
S.L.B.&M. The boundaries of said parcel of land are described as follows:Beginning at a point 170.0 ft. perpendicularly distant southeasterly from
the center line of said project at Engineer Station 955+38.42, which point is
approximately 930 ft. N. 89°33' E. and 173 ft. south from the center of said
Section 12; thence S. 69°18' E. 119.7 ft.; thence S. 2°20' E. 138 ft., more
or less, to the southeasterly boundary line of the grantors land; thence
S. 38°15' W. 396 ft., more or less, to the south boundary line of said grantors
land; thence S. 89°33' W. 378 ft., more or less, along said south boundary line
to a point 140.0 ft. perpendicularly distant southeasterly from said center
line; thence N. 44°45' E. 80 ft., more or less, to a point opposite Engineer
Station 949+00; thence N. 47°26' E. 639.1 ft. to the point of beginning. The
above described parcel of land contains 3.27 acres, more or less.~~Together with all water rights pertaining to the above described land.~~WITNESS, the hand__ of said Grantor__, this 29th
December, A. D. 19 64.

day of

Signed in the presence of:

Don F. Ellis

Ardis Ellis

STATE OF Utah)

) ss.

County of Weber)

On the 29th day of December, A. D. 19 64, personally
appeared before me Don F. Ellis and Ardis Ellis, wife

the signer__ of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 1/19/66

Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. I-15-8(6)334 Davis Co. Line - 31st Street, Ogden
Side _____	of Highway _____	Parcel No. 150:S

Date **Sept. 11, 1964** **Don F. Ellis & Ardis H. Ellis, his wife** Grantor **s**
 of **4649 South 1200 West, Riverdale, Utah**

No. **150:S** **Warranty Deed** deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed **will be** delivered to **Anthony R. Rudelich & Jenkyn E. Powell**,
NAME OF AGENT
Chief Negotiator & Right of Way Agent, as escrow agent, with instructions to deliver said deed to
TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
 4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
 6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) **Pay cash in full to the grantors for the following:**

Land as described in Warranty Deed No. 150:S

Grantors warrant all taxes are paid including the year of 1963.

AMOUNT

\$ 2,474.00

APPROVAL OF CONSTRUCTION ITEMS:

By *[Signature]*
DISTRICT ENGINEER

Total Cash Settlement \$ **2,474.00**

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
 Recommended for approval
 By *[Signature]*
RIGHT OF WAY AGENT
 By *[Signature]*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature]
[Signature]

Approved by **OCT 23 1964** 19 _____
 Road Commission

[Signature]
 Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

Holbrook Pre-negotiation appraisals \$ 2,474.00 Aprv.

PARCEL NO. 150:S

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way 3.34 acres at _____ per acre \$ 2,474.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

\$ 2,474.00

Explain items in detail

Settlement was made on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by John E. [Signature]

Date 8/2/64

BOOK 866 PAGE 12

FILED AND RECORDED FOR

State Road Commission

1967 JUL 10 PM 12 16

Plotted ☒ Indexed ☒
 Recorded ☒ Abstracted ☒
 Compared ☒ Page 240
 Follows

RUTH EAMES OLSEN

WEBER COUNTY RECORDER

DEPUTY *William R. Peterson*

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

STATE OF UTAH, by and through
its ROAD COMMISSION,

Plaintiff,

-vs-

GOLDEN W. HARRIS and JULIANNE
HARRIS, his wife,

Defendants.

FINAL ORDER OF CONDEMNATION

Civil No. 42,033

Project No. I-15-8(6)334

Parcel No. 151:A

Total Payment: \$53,143.17

It appearing to the court and the court now finds that heretofore, on the 27th day of March, 1967, this court made and entered its judgment in the above entitled proceeding, and said judgment is hereby referred to; and

It appearing to the court and the court now finds that pursuant to the law and the said judgment the plaintiff did pay said judgment to the defendants, Golden W. Harris and Julianne Harris, his wife, together with all interest required by said judgment to be paid; and

It further appearing to the court that the plaintiff has made all payments as required by law and order of this court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being given by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcel of land hereinafter described is hereby taken and condemned in fee simple title for the purpose described and set forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJULGED AND DECREED that a copy of this Final Order of Condemnation be filed with the county recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:151:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S. L. M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly right of way line of the U. P. R. R. and the northerly right of way line of 4400 South Street in Riverdale, which point is approximately 2 rods north and 501 ft. N. 89° 33' E. from the SW. corner of the NE $\frac{1}{4}$ of said Section 12; thence Easterly 848.5 ft. along said northerly right of way line to the east line of the W $\frac{1}{2}$ of said NE $\frac{1}{4}$; thence N. 00° 05' W. 697 ft., more or less, to a point 170.0 ft. perpendicularly distant northwesterly from the center line of said project; thence S. 44° 45' W. 960 ft., more or less, to a point 70.0 ft. perpendicularly distant northerly from the center line of 4400 South Street relocation; thence N. 76° 30' W. 10 ft., more or less, to a point of tangency with a 642.96 ft. radius curve to the left, opposite 4400 South Street relocation Engineers Station 21+07.63; thence Westerly 130 ft., more or less, along the arc of said curve to said easterly right of way line; thence S. 38° 15' W. 47 ft., more or less, to the point of beginning. The above described parcel of land contains 5.60 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT IN AND FOR

WEBER COUNTY STATE OF UTAH

STATE OF UTAH, by and through :
its ROAD COMMISSION,

Plaintiff, :

-vs-

GOLDEN W. HARRIS and JULIANNE :
L. HARRIS, his wife; GIBBONS :
AND REED COMPANY, a Utah cor- :
poration; and GIBBONS REALTY :
COMPANY, a Utah corporation,

Defendants. :

ORDER OF

IMMEDIATE OCCUPANCY

Civil No+ 42033

Project No. I-15-8(6)334

Parcel 151A, 152A, 172D, 173A, 172B, 174A

The plaintiff's motion for an Order of Immediate Occupancy having come on regularly for hearing before the above entitled Court on the 18th day of May, 1964, at 10:00 A.M., and it having been shown to the satisfaction of said Court that notice of such motion has been given to the defendants above named in the manner prescribed by law; and the Court having heard the evidence offered by the plaintiff in support of such motion, and having determined 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 premises is necessary and proper.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the plaintiff be, and it is hereby permitted and authorized to occupy the premises belonging to the defendants above named, which premises are sought for highway purposes or concerning which premises, easements or other rights for highway purposes are sought, all such property

MAY 22 2 58 PM '64

WENDELL HANSEN, CO. CLERK

FILED BY

DEPUTY

ENTRY NO.

9575

easements or other rights as required by the plaintiff herein, and the property belonging to the defendants as affected thereby being particularly set out and described in the Complaint on file in this action, and the plaintiff is hereby permitted to take immediate possession of said properties of said defendants as required and as described and as set out in plaintiff's Complaint and to continue the possession of the same pending further hearing and trial upon 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 and according to the nature thereof, provided, however, that the defendants Gibbons and Reed Company and Gibbons Realty Company shall be given additional time, to and including September 1, 1964, in order that they may relocate their asphalt operation.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing upon the issues presented, the plaintiff shall protect any private drains now crossing the proposed highway right of way, and further, 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 highway 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 AND ADJUDGED that pending further hearing and trial upon the issues that may be presented in this action, and subject to the conditions herein set forth, the defendants and their agents, servants and employees be and they are hereby restrained and enjoined from hindering or interfering with the plaintiff, or any of the agents, employees or contractors of the plaintiff in

the occupation of the said premises required by plaintiff, as particularly described and set forth in plaintiff's Complaint, or in the doing of such work thereon as may be required for the purposes for which it is sought to condemn the said property, as set forth in said Complaint.

Dated this 22nd day of May, 1964.

Charles L. Cowley
DISTRICT JUDGE

A. PRATT KESLER
Attorney General

ROBERT S. CAMPBELL, JR.
Special Assistant Attorney General

Attorneys for Plaintiff
236 State Capitol
Salt Lake City, Utah

STATE OF UTAH
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 25th DAY OF May 1964
WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST. COURT
BY G. M. Youngberg DEPUTY

RIGHT OF ENTRY AGREEMENT

Project No. I-15-8(6)334

Parcel No. 151:A

The undersigned hereby grant__ to the State Road Commission 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.

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly right of way line of the U.P.R.R. and the northerly right of way line of 4400 South Street in Riverdale, which point is approximately 2 rods north and 501 ft. N. 89°33' E. from the SW. corner of the NE $\frac{1}{4}$ of said Section 12; thence Easterly 848.5 ft. along said northerly right of way line to the east line of the W $\frac{1}{2}$ of said NE $\frac{1}{4}$; thence N. 00°05' W. 697 ft., more or less, to a point 170.0 ft. perpendicularly distant northwesterly from the center line of said project; thence S. 44°45' W. 960 ft., more or less, to a point 70.0 ft. perpendicularly distant northerly from the center line of 4400 South Street relocation; thence N. 76°30' W. 10 ft., more or less, to a point of tangency with a 642.96 ft. radius curve to the left, opposite 4400 South Street relocation Engineers Station 21+07.63; thence Westerly 130 ft., more or less, along the arc of said curve to said easterly right of way line; thence S. 38°15' W. 47 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 5.60 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

Together with any and all abutters rights of underlying fee to the center of existing rights of way appurtenant to this conveyance.

State Road Commission to pay 6% per annum on final total settlement from the date of Right of Entry Agreement.

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 State Road Commission 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.

Witness:

STATE OF UTAH)

ss.

County of Weber)

On the 12th day of Dec., A. D. 1963 personally appeared before me _____ the signer 3

of the within instrument, who duly acknowledged to me that They executed the same.

My Commission expires: 15 September 66

Raymond K. Lundy
Notary Public

Utah State Dept. of Highways

State Office Bldg

Filed ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

BOOK 800 PAGE 446

446699

RECORDED FOR

State Road Commission
1965 MAR 19 PM 11 50

Follows
1068 DT

IN THE SECOND DISTRICT COURT IN AND FOR THE COUNTY OF WEBER

ROTH LAMAR OLSEN
COUNTY RECORDER
DEPUTY *Lillian J. Peterson*

STATE OF UTAH

STATE OF UTAH, by and through its ROAD COMMISSION,
Plaintiff,
-vs-
CIVIL No. 42033
GOLDEN HARRIS, et al.,
* * * * *
Project No. I-15-8(6)334
Parcel No. 15-8:152:A
Total Judgment: \$31,573.95
GIBBONS AND REED COMPANY, A Utah Corporation,
Defendants.

It appearing to the Court and the Court now finds that heretofore, on the 4th day of August, 1964, this Court made and entered its judgment in the above entitled proceeding, and said judgment is hereby referred to; and

It appearing to the Court and the Court now finds that pursuant to the law and the said judgment the plaintiff did pay said judgment to the defendants, Gibbons and Reed Company, A Utah Corporation, together with interest required by said judgment to be paid; and

It further appearing to the Court that the plaintiff has made all payment as required by law and order of this Court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being by the Court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcel of land hereinafter described is hereby taken and condemned in fee simple title for the purposes described and set forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

DT OF 1068 DT & ALL OF 1068 DT INTO FOLLOWING 1068 DT

STATE OF UTAH
COUNTY OF WEBER
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL FILED IN MY OFFICE DATED THE 25th DAY OF Feb 1965
WENDELL HANSEN, COUNTY CLERK & EX OFFICIO CLERK OF 2nd DIST COURT
BY *Wm E. Hansen* DEPUTY

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and an use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this Final Order of Condemnation be filed with the County recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:152:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of said entire tract, which point is approximately 1333 ft. west and 380 ft. north from the E $\frac{1}{4}$ corner of said Section 12; thence N. 89° 04' E. 270.68 ft.; thence N. 12° 59' E. 130.26 ft.; thence S. 86° 59' E. 50.0 ft.; thence N. 13° 09' E. 86.65 ft.; thence N. 17° 05' E. 110.55 ft.; thence N. 89° 04' E. 126 ft., more or less, to a point 50.0 ft. radially distant southeasterly from the center line of a frontage road for said project; thence Northeasterly 160 ft., more or less, along the arc of an 1859.86 ft. radius curve to the right to a point opposite frontage road Engineer Station 21+63.84 (Note: Tangent to said curve at its point of beginning bears approximately N. 27° 57' E.); thence N. 32° 53' E. 365 ft., more or less, to a northerly boundary line of said entire tract; thence N. 78° 50' W. 55 ft., more or less, to an easterly boundary line of said entire tract; thence N. 05° 58' W. 170.0 ft.; thence N. 04° 15' W. 305.0 ft.; thence N. 85° 12' W. 275 ft. to the southeasterly right of way line of the U.P.R.R.; thence S. 38° 15' W. 707.9 ft.; thence South 407.2 ft.; thence S. 00° 05' E. 310.5 ft. to the point of beginning. The above described parcel of land contains 14.91 acres, more or less, of which 1.55 acres, more or less, are now occupied by the existing 1250 West Street in Riverdale and the U.P.R.R. Balance 13.36 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

Dated this 25 day of February, 1965.

Charles G. Cowley
JUDGE

STATE OF UTAH
COUNTY OF WEBER

OF THE ORIGINAL AND TRUE COPY
DATED THIS 25th DAY OF FEBRUARY 1965

WENDELL HANSEN, COUNTY CLERK &

EX OFFICIO CLERK OF DIST. COURT

DEPUTY

RIGHT OF ENTRY AGREEMENT

Project No. I-15-8 (6) 334

Parcel No. 152:A

The undersigned hereby grant__ to the State Road Commission 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.

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SE1/4NE1/4 and the NE1/4NE1/4 of Section 12, T.5 N., R.2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of said entire tract, which point is approximately 1333 ft. west and 380 ft. north from the E1/4 corner of said Section 12; thence N. 89°04' E. 270.68 ft.; thence N. 12°59' E. 130.26 ft.; thence S. 86°59' E. 50.0 ft.; thence N. 13°09' E. 86.65 ft.; thence N. 17°05' E. 110.55 ft.; thence N. 89°04' E. 126 ft., more or less, to a point 50.0 ft. radially distant southeasterly from the center line of a frontage road for said project; thence Northeasterly 160 ft., more or less, along the arc of an 1859.86 ft. radius curve to the right to a point opposite frontage road Engineer Station 21+63.84 (Note: Tangent to said curve at its point of beginning bears approximately N. 27°57' E.); thence N. 32°53' E. 365 ft. more or less, to a northerly boundary line of said entire tract; thence N. 78°50' W. 55 ft., more or less, to an easterly boundary line of said entire tract; thence N. 05°58' W. 170.0 ft.; thence N. 04°15' E. 305.0 ft.; thence N. 78°50' W. 65.0 ft.; thence N. 85°12' W. 275 ft. to the southeasterly right of way line of the U.P.R.R.; thence S. 38°15' W. 707.9 ft.; thence South 407.2 ft.; thence S. 00°05' E. 310.5 ft. to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 15.14 acres, more or less, of which 1.55 acres, more or less, are now occupied by the existing 1250 West Street in Riverdale and the U.P.R.R. Balance 13.59 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

State Road Commission to pay 6% per annum on final total settlement from the date of Right of Entry Agreement.

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 State Road Commission 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.

Witness:

Emery M. Carter
Secretary

GIBBONS & REED CO.
[Signature]
Grantor

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

On the 13th day of December, A. D., 1963, personally appeared before me J. P. Gibbons the signer of the within instrument, who duly acknowledged to me that he executed the same.

My commission expires: August 4, 1966

[Signature]
Notary Public

WARRANTY DEED Description No. 15-8:153:A
(Controlled Access) Project No. 1-15-8(6)334

RUTH EARNES OLSEN
WEBER COUNTY RECORDER

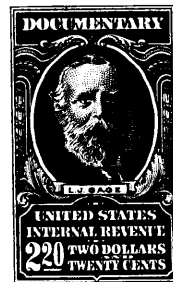
DEPUTY Georgia B. Barney, a woman, grantor(s)
Virginia Newton
of Riverdale, County of Weber, State of Utah

hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF
UTAH, Grantee, for the sum of One thousand five hundred and sixty and no/100 Dollars,
the following described tract of land in Weber County, State of
Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part
of an entire tract of property in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T.
5 N., R. 2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of said entire tract which point is 1006.5 ft.
north, 330 ft. N. 75°31' W. and 264 ft. N. 78°50' W. from the E $\frac{1}{4}$ corner of said
Section 12; thence N. 03°13'21" E. 238.51 ft.; thence S. 78°40' E. 176 ft.,
more or less, to a point 50.0 ft. perpendicularly distant southeasterly from
the center line of a frontage road for said project; thence S. 32°53' W. 256 ft.,
more or less, to the southerly boundary line of said entire tract; thence N. 78°
50' W. 55 ft., more or less, to the point of beginning as shown on the official
map of said project on file in the office of the State Road Commission of Utah.
Above described parcel of land contains 0.63 acre, of which 0.11 acre, more or
less, is now occupied by the existing 1250 West Street in Riverdale. Balance
0.52 acre, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water
assessments now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah
Code Annotated 1953, as amended, said highway to consist of inner through
traffic lanes and adjacent frontage road, the grantor(s) hereby release(s)
and relinquish(es) to the grantee, any and all rights or easements appurtenant
to the grantors remaining property by reason of the location thereof with refer-
ence to said highway, including, without limiting the foregoing, all rights of
ingress to or egress from the grantors remaining property contiguous to the lands
hereby conveyed to or from said inner lanes; provided, however, that such remain-
ing property of the grantor(s) shall abut upon and have access to said frontage
road which will be connected with said inner through traffic lanes only at such
points as may be established by public authority.

WITNESS, the hand s of said grantor s, this 28th day of February
Georgia B. Barney, A.D. 19 64

Signed in the presence of: Georgia B. Barney

STATE OF UTAH)
COUNTY OF Weber) ss.

On the 28th day of February, A.D. 19 64, personally
appeared before me Georgia B. Barney, a woman
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires 10-10-65

Notary Public

427861 *200 fee*

FILED AND RECORDED FOR

State Road Commission

1964 JUN 5 AM 11 53

BOOK 775 PAGE 638

EASEMENT

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

WUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Virginia Wilson*

Parcel No. 15-8:153:E
Project No. I-15-8(6)334

Georgia B. Barney, a woman, Grantor,
of Riverdale, County of Weber, State of Utah,
hereby grant and convey to the State Road Commission of Utah, Grantee, for
the sum of One hundred and forty and no/100 Dollars
an easement upon part of an entire tract of property in the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec-
tion 12, T. 5 N., R. 2 W., S.L.M. in Weber County, Utah, for the purpose
of constructing thereon an irrigation facility and appurtenant parts
thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of entire tract is a parcel of land 15.0 ft. wide adjoining
southeasterly the southeasterly right of way line of a frontage road for
said freeway. Said southeasterly right of way line is described as follows:

Beginning on said southeasterly right of way line opposite frontage
road Engineer Station 26+30, which point is approximately 1007 ft. north
and 475 ft. west from the E $\frac{1}{4}$ corner of said Section 12; thence N. 32°53' E.
147 ft., more or less, to the northerly boundary line of said entire tract.
The above described parcel of land contains 0.05 acre, more or less.

After said irrigation facility is constructed on above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said
irrigation facility or appurtenant parts thereof.

WITNESS, the hand of said grantors, this 28th day of
February, A.D. 1964.

Signed in the presence of:

J. E. Z...

Georgia B. Barney

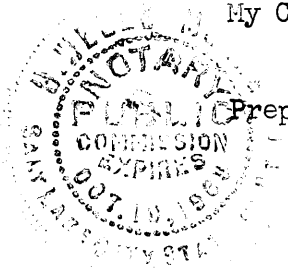
STATE OF UTAH)
: ss.
County of Weber)

On the 28th day of February, A.D. 1964, personally appeared
before me Georgia B. Barney, a woman
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires 10-10-65

H. McC...
Notary Public

Prepared by JLB, 9-13-63



Supplement Entered by Court Clerk

IN THE CITY COURT OF OGDEN CITY, COUNTY OF WEBER,
STATE OF UTAH.

CREDIT BUREAU OF OGDEN,
a corporation,

Plaintiff

Vs

SATISFACTION OF JUDGMENT

No. 29227

Defendant. Bend L. Barney

To the Clerk of the above-entitled Court:

You will please enter full satisfaction of judgment in
the above-entitled action.

Dated:

James H. Hinkle
Plaintiff's Attorney.

Beginning at the SW. corner of said entire tract which point is 1006.5 ft. north, 330 ft. N. 75°31' W. and 264 ft. N. 78°50' W. from the E $\frac{1}{4}$ corner of said Section 12; thence N. 03°13'21" E. 238.51 ft.; thence S. 78°40' E. 176 ft., more or less, to a point 50.0 ft. perpendicularly distant southeasterly from the center line of a frontage road for said project; thence S. 32°53' W. 256 ft., more or less, to the southerly boundary line of said entire tract; thence N. 78°50' W. 55 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 0.63 acre, of which 0.11 acre, more or less, is now occupied by the existing 1250 West Street in Riverdale. Balance 0.52 acre, more or less.

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station	973/00	to Station	975/60	Project No.	I-15-8(6)334	44th S. to 31st Street in Ogden
					153:E	At 4210 South 1150 West
	Easterly	Side	of Highway	Parcel No.	153:A	Riverdale

Date February 28, 1964 Georgia B. Barney, a Woman Grantor

of 4210 South 1150 West, Riverdale, Weber County, Utah

No. 153:A Warranty deed for a tract of land for State highway purposes

over property described in said deed has been delivered to H. Wells Meeks

Right-of-Way Agent, as escrow agent, with instructions to deliver said deed to

the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.
Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

Land as described in warranty deed No. 15-8:153:A
Improvements located on said tract.

Land as described in easement No. 15-8:153:E

7. All real property, fixtures, and improvements in and about the premises become the property of the State Road Commission.

8. The Grantor may occupy the property for sixty (60) days from the approval date of this contract.

9. A deposit of \$250.00 will be withheld from this settlement until such time as Grantor notifies the property manager of the Grantor's intention to vacate, an inspection is made, and the keys surrendered.

10. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands herein conveyed in Deed No. 15-8:153:A to or from the said highway; except that the Grantor shall have access to the frontage road wherein it abutts the Grantor's remaining property.

11. The Grantor hereby agrees to pay all taxes that have been assessed against the said property.

APPROVAL OF CONSTRUCTION ITEMS:

By: [Signature] DISTRICT ENGINEER

Total Cash Settlement \$ 4,200.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By: [Signature] RIGHT OF WAY AGENT

By: [Signature] ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by Road Commission MAR 3 1 1964

[Signature] Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature] Grantor

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N. Smith \$ 4,200.00
PARCEL NO. 153:A and 153:E Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 0.52 acres at \$3,000.00 per acre \$ 1,560.00
Easement 0.05 acres at \$3,000.00 per acre \$ 140.00

2. Value of improvements taken or destroyed: \$ 2,500.00

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 4,200.00

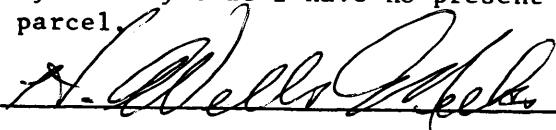
6. Salvage, amount \$ _____

Net Amount \$ 4,200.00

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by 

Date 6 March 1964

(15)

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. Line to

Name Georgia Barney

31st St. in Ogden

Address 4210 S. 1150 West

Parcel No. 153:A

Riverdale, Utah

Auth. No. 5850

Ex. 48700

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his relocation moving expenses calculated by the method checked below:

Plan A: Fixed Payment Schedule

<u>Residences:</u>				<u>Apartments:</u>			
	<u>Maximum</u>				<u>Maximum</u>		
	<u>Payment</u>				<u>Payment</u>		
1 room	\$ 40.00	6 rooms	\$140.00	1 room	\$ 25.00	6 rooms	\$ 85.00
2 rooms	55.00	7 rooms	160.00	2 rooms	35.00	7 rooms	100.00
3 rooms	75.00	8 rooms	180.00	3 rooms	45.00	8 rooms	125.00
4 rooms	100.00	9 or more		4 rooms	60.00	9 or more	
5 rooms	125.00	rooms	200.00	5 rooms	70.00	rooms	150.00

Number of Rooms \$

A compensable room must contain a minimum of seventy (70) square feet of floor space and be occupied or must contain a reasonable amount of furniture or personal property to be moved. An attic, basement room or outbuilding will be considered a room if it meets these requirements.

(x) Plan B: Actual Moving Expenses. As evidenced by certified invoice from a licensed mover.

If the applicant selects Plan "A", the amount of compensation shall be predetermined by the Relocation Officer by filling in the number of eligible rooms and the proper amount (dollars) in the blank space following Plan "A". In either method, the amount shall not exceed \$200.00.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I am the head of a family or household; and qualify to receive relocation moving expenses under the laws of Utah. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

April 15, 1964
Date

Georgia Barney
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

MAY 27 1964
Date

OD
Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

(X) Individual

Project No. I-15-8(6)334

() Family

Project Name Davis County Line to

Claimant Georgia Barney

31st Street in Ogden

Address of Claimant ⁴²¹⁰4210 S. 1150 West

Parcel No. 153:A

Riverdale, Utah

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- (X) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. ~~State possession of real property between State and owner.~~
() 3. ~~Title to real property conveyed to State by owner.~~
() 4. ~~Binding contract for purchase of real property between State and owner.~~
() 5. ~~Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.~~

Date of removal of personal property ~~July 28, 1964~~ June 30, 1964

New Address of Claimant 2941 Madison Avenue, Ogden, Utah

Name and address of moving company ~~self move~~ Richard Gale, Scott Clawson, W. R. Hipwell

Expenses incurred (by elected method Plan B) \$ 205.00

Storage Expenses (See details on Form Rel. 6)

\$

Total Claim \$ 205.00

Amount of Claim Allowed \$ 200.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

August 26, 1964

Date

Georgia Barney
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

SEP - 2 1964

Date

D. Keith Miller
Relocation Officer

Date Paid

Voucher No.

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co. Line to 31st
Parcel No. 153:A Street, Ogden

THIS AGREEMENT made and entered into this 26th
day of August, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road Commission"
and Georgia B. Barney, 2941 Madison Avenue, Ogden, Utah
, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second Part cash in the amount of \$ 200.00 as reimbursement of expenses incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above set out sum shall constitute full and complete satisfaction of all obligations under this contract on the part of the Road Commission and further agrees that said sum is payment in full.

Sergio B. Barney

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By Dr. Smith M. Miller
Relocation Officer

By Flora D. Williams
Administrator, Right of Way Division

Approved by
Road Commission Mar. 5, 1965

Clarence J. Allred
Commission Secretary

FILED AND RECORDED FOR

424577

BOOK 771 PAGE 587

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Compared ☒ Page ☒

WARRANTY DEED

Description No. 15-8:154:T
Project No. 1-15-8(6)334

ROTH HANES OLSEN

WEBER COUNTY VANDUS J. Bigler & Marjorie R. Bigler, his wife

grantor(s)

City of Ogden, County of Weber, State of Utah

hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH

grantee

for the sum of Three Thousand Six Hundred and Sixty and no/100ths

Dollars,

the following described tract(s) of land in

Weber

County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being an entire tract of property in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SE. corner of said entire tract, which point is 15.25 chains north, 5 chains N. 75° 31' W. and 249.43 ft. N. 04° 15' W. from the E $\frac{1}{4}$ corner of said Section 12; thence N. 78° 50' W. 231.17 ft.; thence S. 03° 13' 21" W. 238.51 ft.; thence N. 04° 15' W. 495 ft.; thence S. 78° 50' E. 264 ft.; thence S. 04° 15' E. 254.57 ft. to the point of beginning. Above described parcel of land contains 1.52 acres, more or less, of which 0.30 acre, more or less, is now occupied by the existing 1250 West Street in Riverdale. Balance 1.22 acres, more or less.

Together with any and all abutters rights of underlying fee to the center of existing rights of way appurtenant to this conveyance.



WITNESS, the hand(s) of said grantor(s), this

day of

Signed in the presence of:

STATE OF UTAH

County of Weber

ss.

On the 22nd day of January A. D. 1964 personally appeared before me Vandus J. Bigler & Marjorie R. Bigler

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires 10-10-65

Notary public

Prepared by WLJ, 5-1-63

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>972+70+</u>	to Station <u>977+60+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St. in Ogden</u>
Side <u>Easterly</u> of Highway		Parcel No. <u>154:T</u> at <u>4164 S. 1150 W.</u>	

Date 22 January 1964 Vandus J. Bigler & Marjorie R. Bigler, his wife Grantor s
of 4164 South 1150 West Street, Ogden, Weber County, Utah

No. 154:T Warranty deed for a tract of land for State highway purposes
over property described in said deed has been delivered to H. Wells Meeks
R/W Agent, as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. **Clear.**

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

- | (A) Pay cash in full to the Grantors for the following: | AMOUNT |
|--|------------------|
| Land as described in Warranty Deed No. 15-8:154:T
Improvements located on the said tract. | |
| 7. All real property, fixtures, and improvements in and about the premises become the property of the Road Commission. | \$9,300.00 |
| 8. The Grantors may occupy the property for sixty (60) days from the approval date of this Contract. | |
| 9. A deposit of \$250.00 will be withheld from the settlement until such time as Grantors notify the Property Manager of their intention to vacate, an inspection is made, and the keys surrendered. | |
| 10. The 1964 taxes on said property will be pro-rated, the Grantors' share is \$12.00 which amount will be deducted from this settlement. | 12.00 |

APPROVAL OF CONSTRUCTION ITEMS:

By H. Wells Meeks
DISTRICT ENGINEER

Total Cash Settlement \$ 9,300.00 *Billed*

B. IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT
By Clarene Williams
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Vandus J. Bigler
Marjorie R. Bigler

Approved by MAR 20 1964
Road Commission

Anilla Farnsworth
Acting Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of ____

PROJECT NO. I-15-8(6)334 N. Smith \$ 9,300.00
PARCEL NO. 154:T Pre-negotiation appraisals \$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 1.22 acres at \$ 3,000.00 per acre \$ 3,660.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ 5,640.00

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 9,300.00

Explain items in detail

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by H. Wells Greer

Date 24 January 1964

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis County Line to
Parcel No. 154:T 31st Street in Ogden

THIS AGREEMENT made and entered into this 2nd
day of June, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road" Commission"
and Vandus J. Bigler, 184 40th Street, Ogden, Utah
~~and 164 3rd St, 1150 West Riverside, Utah~~, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 180.00 as reimbursement of expenses
incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.

Margaret R. Bigler

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By W. Keith Miller
Relocation Officer

By Clarence Williams
Administrator, Right of Way Division

Approved by July 8, 1964
Clarence J. Allred
Commission Secretary

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis County Line to

Claimant Vandus J. Bigler

31st Street in Ogden

Address of Claimant 4164 South 1150 West

Parcel No. 154:T

Riverdale, Utah

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- (x) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
- () 2. State possession of real property between State and owner.
- () 3. Title to real property conveyed to State by owner.
- () 4. Binding contract for purchase of real property between State and owner.
- () 5. Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.

Date of removal of personal property May 9, 1964

New Address of Claimant 184 40th Street Ogden, Utah

Name and address of moving company self

Expenses incurred (by elected method Plan A) \$ 180.00

Storage Expenses (See details on Form Rel. 6)

\$

Total Claim \$ 180.00

Amount of Claim Allowed \$ 180.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

June 2, 1964

Date

Margaret R. Bigler
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

JUL - 2 1964

Date

D. Keith Miller
Relocation Officer

Date Paid Voucher No.

Rel. 2

9

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. line to 31st

Name Vandus J. Bigler

Street in Ogden _____

Address 4164 South 1150 West

Parcel No. 154:T

Ogden, Utah

Auth. No. 5850

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his relocation moving expenses calculated by the method checked below:

Plan A: Fixed Payment Schedule

Residences:

Maximum
Payment

1 room	\$ 40.00	6 rooms	\$140.00
2 rooms	55.00	7 rooms	160.00
3 rooms	75.00	8 rooms	180.00
4 rooms	100.00	9 or more	
5 rooms	125.00	rooms	200.00

Apartments:

Maximum
Payment

1 room	\$ 25.00	6 rooms	\$ 85.00
2 rooms	35.00	7 rooms	100.00
3 rooms	45.00	8 rooms	125.00
4 rooms	60.00	9 or more	
5 rooms	70.00	rooms	150.00

Number of Rooms 8 \$ 180.00

A compensable room must contain a minimum of seventy (70) square feet of floor space and be occupied or must contain a reasonable amount of furniture or personal property to be moved. An attic, basement room or outbuilding will be considered a room if it meets these requirements.

() Plan B: Actual Moving Expenses. As evidenced by certified invoice from a licensed mover.

If the applicant selects Plan "A", the amount of compensation shall be predetermined by the Relocation Officer by filling in the number of eligible rooms and the proper amount (dollars) in the blank space following Plan "A". In either method, the amount shall not exceed \$200.00.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I am the head of a family or household; and qualify to receive relocation moving expenses under the laws of Utah. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

March 27, 1964

Date

Vandus J. Bigler
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

APR - 2 1964
Date

H. Keith Miller
Relocation Officer

FILED AND RECORDED FOR
State Road Commission
1964 MAR 10 AM 11 53

70 JUL
421866

BOOK 768 PAGE 361

FOLLOWS 1062 DT
Printed ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

JOHN EAMES OLSON
COUNTY RECORDER
J. E. Olson

WARRANTY DEED
(Controlled Access)
Description No. 15-8:155:A
Project No. 1-15-8(6)334

Adam E. Patterson and Alta Patterson, his wife
of Ogden, County of Weber, State of Utah,
hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF
UTAH, Grantee, for the sum of Six hundred and sixty and no/100 Dollars,
the following described tract of land in Weber County, State of
Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part
of an entire tract of property in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W.,
S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the NW. corner of said entire tract, which point is approximately
1598 ft. north and 364 ft. west from the E $\frac{1}{4}$ corner of said Section 12; thence
S. 04 15' E. 179 ft., more or less, to a point 50.0 ft. perpendicularly distant
southeasterly from the center line of a frontage road for said project; thence
N. 32 53' E. 206 ft., more or less, to the northerly boundary line of said entire
tract; thence Westerly 123 ft., more or less, along said northerly boundary line
to the point of beginning as shown on the official map of said project on file
in the office of the State Road Commission of Utah. Above described parcel of
land contains 0.25 acre, more or less, of which 0.03 acre, more or less, is now
occupied by the existing 4150 South Street in Riverdale. Balance 0.22 acre, more
or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water assess-
ments now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah
Code Annotated 1953, as amended, said highway to consist of inner through
traffic lanes and adjacent frontage road, the grantor(s) hereby release(s)
and relinquish(es) to the grantee, any and all rights or easements appurtenant
to the grantors remaining property by reason of the location thereof with refer-
ence to said highway, including, without limiting the foregoing, all rights of
ingress to or egress from the grantors remaining property contiguous to the lands
hereby conveyed to or from said inner lanes; provided, however, that such remain-
ing property of the grantor(s) shall abut upon and have access to said frontage
road which will be connected with said inner through traffic lanes only at such
points as may be established by public authority.

WITNESS, the hand s of said grantor s, this 7th day of
January, A.D. 19 64.

Signed in the presence of:

Adam E. Patterson
Alta Patterson

STATE OF UTAH)
: ss.
COUNTY OF Weber)

On the 7th day of January, A.D. 1964, personally
appeared before me Adam E. Patterson and Alta Patterson, his wife
the signer of the within instrument, who duly acknowledged to me that he
Executed the same.

My Commission expires 10-10-65

N. Wells
Notary Public

Prepared by WLJ, 5-1-63

8A-96

JOHN EAMES OLSON
WEBER COUNTY RECORDER
Sullivan & Peterson

Adam E. Patterson and Alta Patterson, his wife, Grantor,
of Ogden, County of Weber, State of Utah,
hereby grant and convey to the State Road Commission of Utah, Grantee, for the
sum of Two hundred and forty and no/100 Dollars
an easement upon part of an entire tract of property in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12,
T. 5 N., R. 2 W., S.L.M. in Weber County, Utah, for the purpose of constructing
thereon an irrigation facility and appurtenant parts thereof incident to the con-
struction of a freeway known as Project No. 15-8.

Said part of entire tract is a parcel of land 15.0 ft. wide adjoining
southeasterly the southeasterly right of way line of a frontage road for a free-
way known as Project No. 15-8. Said southeasterly right of way line is described
as follows:

Beginning at the intersection of said southeasterly right of way line and
the westerly boundary line of said entire tract, which point is approximately
1419 ft. north and 347 ft. west from the E $\frac{1}{4}$ corner of said Section 12; thence
N. 32° 53' E. 206 ft., more or less, to the north boundary line of said entire
tract. The above described parcel of land contains 0.07 acre, more or less.

After said irrigation facility is constructed on above described part of an
entire tract at the expense of said State Road Commission, said State Road Com-
mission is thereafter relieved of any further claim or demand for costs, damages
or maintenance charges which may accrue against said irrigation facility or
appurtenant parts thereof.

WITNESS, the hand of said grantors, this 7th day of January
, A.D. 1964
Signed in the presence of:

Adam E. Patterson
Alta Patterson

STATE OF UTAH)
County of Weber) ss.

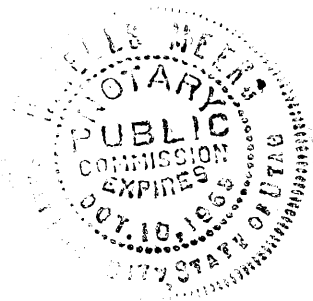
On the 7th day of Jan., A.D. 1964, personally appeared before me
Adam E. Patterson & Alta Patterson, his wife, the signer of the within instrument,
who duly acknowledged to me that he executed the same.

My Commission expires 10-10-65

H. Wells Sikes
Notary Public

Prepared by JLB, 9-13-63

PART OF 1062 DT



STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>976+25+</u>	to Station <u>978+65+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to 31st St. in Ogden
		<u>155:E and</u>	
<u>Easterly</u>	Side _____ of Highway	Parcel No. <u>155:A</u>	at <u>4150 S.</u>

Date 7 January 1964 Adam E. Patterson & Alta Patterson, his wife Grantor 8

of 4159 South 1000 West, Ogden, Weber County, Utah

155:A and

No. 155:E Easement and Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed have been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor 8, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

Pay cash in full to the Grantors for the following:

Land as described in Warranty Deed No. 15-8:155:A

Land as described in Easement No. 15-8:155:E

(B) Furnish and install a type "B" fence between the above Engineer's Stations.

7. The Grantors hereby release and relinquish all rights of ingress to and egress from the Grantors' property contiguous to the lands hereby conveyed to or from the said Highway; except that the Grantors shall have access to the Frontage Road wherein it abuts their remaining property.

8. The Grantors hereby agree to pay all taxes that have been assessed against the said property.

APPROVAL OF CONSTRUCTION ITEMS:

By H. Wells Meeks
DISTRICT ENGINEER

Total Cash Settlement \$ 900.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by
Road Commission FEB 3 1964 19

Clarence J. Allred
Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

N. Smith \$ 900.00

PARCEL NO. 155:A & 155:E

Pre-negotiation appraisals
\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 0.22 acres at \$3,000.00 per acre \$ 660.00
Easement 0.07 acres at \$3,000.00 per acre \$ 240.00
2. Value of improvements taken or destroyed: \$ _____
3. Damages: (Proximity, severance, etc.) \$ _____
4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
5. Controlled access: \$ _____
- Gross Amount \$ _____
6. Salvage, amount \$ _____
- Net Amount \$ 900.00

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by N. Wells Gade

Date 17 January 1964

429692

FILED AND RECORDED FOR

No. Fee

BOOK

778 PAGE 263

FOLLOWS 1060
☒ Indexed
☒ Abstracted
☒ Page
☒ RTMState Road Commission
1964 JUL 3 AM 11 09

WARRANTY DEED

Parcel No. 15-8:156:A
Project No. 1-15-8(6)334RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William H. Johnson*

(Controlled Access)

Ise Kato, a woman

, grantor(s)

of Ogden, County of Weber, State of Utah,

hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Twenty-Four Thousand Three Hundred Sixty Dollars, the following described tract of land in Weber County, State of Utah, to-wit:

parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W. and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the NE $\frac{1}{4}$ corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S. 00° 02' E. 183 ft.; thence S. 81° 10' E. 289 ft., more or less, to a point 190.0 ft. perpendicularly distant southeasterly from the center line of said project; thence S. 34° 19' W. 75 ft., more or less, to a point opposite Engineer Station 987+50; thence S. 33° 18' 20" W. 850.13 ft. to a point opposite Engineer Station 979+00; thence S. 32° 53' W. 56 ft., more or less, to the center line of 4150 South Street in Riverdale; thence N. 87° 54' W. 197 ft., more or less, to the westerly boundary line of said entire tract; thence Northerly 514 ft., more or less, along said westerly boundary line to a point 80.0 ft. perpendicularly distant northwesterly from the center line of an east bound ramp road for a freeway known as Project No. 80N-6; thence N. 39° 22' 27" E. 639 ft., more or less, to a point opposite ramp road Engineer Station 989+00; thence N. 44° 16' E. 47 ft., more or less, to the north line of said Section 12; thence East 16 ft., more or less, along said north line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 8.62 acres, more or less, of which 0.50 acre, more or less, is now occupied by the existing road. Balance 8.12 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

Together with any and all abutters rights of underlying fee to the center of existing rights of way appurtenant to this conveyance.

To enable the grantee to construct and maintain a public highway as a freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated 1953, as amended, said highway to consist of inner through traffic lanes and adjacent frontage road, the grantor(s) hereby release(s) and relinquish(es) to the grantee, any and all rights or easements appurtenant to the grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed to or from said inner lanes; provided, however, that such remaining property of the grantor(s) shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at such points as may be established by public authority.

WITNESS, the hand of said grantor, this 17th day of March, A.D. 1964.

Signed in the presence of:

Ise Kato

STATE OF UTAH)

: ss.

COUNTY OF Weber)

On the 17th day of March, A.D. 1964, personally appeared before me Ise Kato, a woman the signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission expires 10-10-64

Notary Public

RW-22 Prepared by WLJ, 5-13-63

7A-3
8A-96

1964 JUL 3 AM 11 09

EASEMENT

 JOHN EAMES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY

 Parcel No. 15-8:156:E
 Project No. 1-15-8(6)334

Ise Kato, a woman, Grantor, of Ogden, County of Weber, State of Utah, hereby grant and convey to the State Road Commission of Utah, Grantee, for the sum of One Thousand and Twenty Dollars an easement upon part of an entire tract of property in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, T. 5 N., R. 1 W., and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 2 W., S.L.M. in Weber County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of entire tract is a parcel of land 15.0 ft. wide adjoining southeasterly the southeasterly right of way line of a frontage road for a freeway known as Project No. 15-8. Said southeasterly right of way line is described as follows:

Beginning at the intersection of said southeasterly right of way line and the southerly boundary line of said entire tract, which point is approximately 1063 ft. south and 242 ft. west from the NE. corner of said Section 12; thence N. 32° 53' E. 56 ft., more or less, to a point opposite frontage road Engineer Station 31+50; thence N. 33° 18' E. 850.1 ft., more or less, to a point opposite frontage road Engineer Station 40+00; thence N. 34° 19' E. 75 ft., more or less, to a northerly boundary line of said entire tract. The above described parcel of land contains 0.34 acre, more or less.

After said irrigation facility is constructed on above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility or appurtenant parts thereof.

WITNESS, the hand of said grantor, this 17th day of March, A.D. 1964.

SIGNED in the presence of:

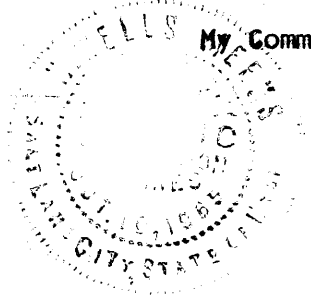
STATE OF UTAH)

: ss.

County of Weber)

On the 17th day of March, A.D. 1964, personally appeared before me Ise Kato, a woman, the signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission expires 10-10-65

 PART OF 1060 DT
 PART OF 743 DT


State Road Commission
PCA JUL 3 AM 11 09

BOOK

778

PAGE 265

JOHN EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

WARRANTY DEED

Parcel No. 15-8:156:S

Project No. I-15-8(6)334

grantor(s)

of Ogden, Weber County, Utah

hereby convey(s) and warrant(s) to the State Road Commission of Utah

grantee

for the sum of Sixteen & 80/100

Dollars,

the following described tract(s) of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning on the westerly boundary line of the grantors land at a point 80.0 ft. perpendicularly distant northwesterly from the center line of an east bound ramp road for a freeway known as Project No. 80N-6, which point is approximately 471 ft. south and 450 ft. west from the NE. corner of said Section 12; thence N. 39°22' E. 639 ft., more or less, to a point opposite ramp road Engineer Station 989+00; thence N. 44°16' E. 47 ft., more or less, to the north line of said Section 12; thence West 66 ft., more or less, along said north line to the southeasterly right of way line of the U.P.R.R.; thence Southwesterly 595 ft., more or less, along said southeasterly right of way line to said westerly boundary line; thence Southerly 68 ft., more or less, along said westerly boundary line to the point of beginning. The above described parcel of land contains 0.63 acre, more or less, of which 0.35 acre, more or less, is now occupied by the existing 1250 West Street. Balance 0.28 acre, more or less.

WITNESS, the hand(s) of said grantor(s), this

17th

day of

March

A. D. 19 64

Signed in the presence of:

Ise Kato

STATE OF UTAH

County of Weber

} ss.

On the 17th day of March A. D. 1964 personally appeared before me

Ise Kato, a woman

the signer(s) of the within instrument, who duly acknowledged to me that she executed the same

My Commission expires

10-10-65

Notary public

Form R. W-1

Prepared by BCA, 9-23-63

8A-96

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station <u>977 +60</u>	to Station <u>988 +50</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line
<u>Easterly</u>	Side <u>of Highway</u>	Parcel No. <u>156:A & 156:E</u>	to 31st St. in Ogden
			at 4068 S. 1150 W.,
			in Ogden

Date 17 March 1964 Ise Kato, a woman Grantor

of 4068 South 1150 West Street, Ogden, Weber County, Utah
156:A, 156:E

No. and 156:S Easement and Warranty Deeds ~~deed~~ for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed have been delivered to H. Wells Meeks & Wiley Stewart,

NAME OF AGENT

R/W Agents ^{TITLE} _____, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

AMOUNT

- (A) Pay cash in full to the Grantor for the following:
Land as described in Warranty Deed No. 15-8:156:A
Improvements located on the said tract.
Damages to the Grantor's remaining property.
Land as described in Easement No. 15-8:156:E
Land as described in Warranty Deed No. 15-8:156:S
(B) Furnish and install a type "A" fence between Engineer's Stations 978+50 and 988+20 on the easterly side of the Frontage Road with a sixteen (16) foot opening, the location of which is to be determined by the Project Engineer at the time of construction.
7. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands herein conveyed to or from the said Highway; except that the Grantor shall have access to the Frontage Road wherein it abuts the Grantor's remaining property.
8. All real property, fixtures, and improvements in and about the premises become the property of the Road Commission.
9. The Grantor may occupy the property for sixty (60) days from the approval date of this Contract.
10. A deposit of \$250.00 will be withheld from the settlement until such time as Grantor notifies the Property Manager of their intention to vacate, an inspection is made, and keys surrendered.
11. The Grantor hereby agrees to pay all taxes that have been assessed against the said property.

APPROVAL OF CONSTRUCTION ITEMS:

By [Signature]
DISTRICT ENGINEER

Total Cash Settlement \$ 39,016.80

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

77-80

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By [Signature]
RIGHT OF WAY AGENT
By [Signature]
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by
Road Commission [Signature]
May 26, 1964
[Signature]
RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 M. Cain Fr. \$ 16.80
PARCEL NO. 156:S Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 0.28 acres at _____ per acre \$ 16.80
Easement _____ acres at _____ per acre \$ _____
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ 16.80
Net Amount \$ 16.80

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by A. Wells Greer

Date 20 March 1964

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. <u>I-15-8(6)334</u>	M. Cain Fr.	\$ <u>42,000.00</u>
	Pre-negotiation appraisals	
PARCEL NO. <u>156:A & 156:E</u>	M. Twitchell	\$ <u>39,000.00</u>
	N. Smith	<u>36,220.00</u>

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:		
Right of Way <u>8.12</u>	acres at <u>\$3,000.00</u>	per acre \$ <u>24,360.00</u>
Easement <u>0.34</u>	acres at <u>\$3,000.00</u>	per acre \$ <u>1,020.00</u>
2. Value of improvements taken or destroyed:		\$ <u>12,850.00</u>
3. Damages: (Proximity, severance, etc.)		\$ <u>770.00</u>
4. Moving and/or rehabilitation of buildings and appurtenances:		\$ _____
5. Controlled access:		\$ _____
	Gross Amount	\$ <u>39,000.00</u>
6. Salvage, amount		\$ _____
	Net Amount	\$ <u>39,000.00</u>

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by N. Wells Speck

Date 20 March 1964

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co. Line to
Parcel No. 156:A&S 31st Street in Ogden

THIS AGREEMENT made and entered into this 19th
day of August, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road" Commission"
and Mrs. Ise Kato
of 5445 South 1150 West, Ogden, Utah, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 200.00 as reimbursement of expenses
incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.

Mrs. Ise Kato
Ise Kato

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By D. Keith Miller
Relocation Officer

By Clarence J. Alfred
Administrator, Right of Way Division

Approved by
Road Commission Sept 1, 1964
Clarence J. Alfred
Commission Secretary

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

91

(8)

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis County Line to

Name Mrs. Ise Kato
Toyse T. Kato (son)

31st Street in Ogden

Address 4068 South 1150 West

Parcel No. 15 :A & S

Riverdale, Utah

Auth. No. 5850

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his relocation moving expenses calculated by the method checked below:

Plan A: Fixed Payment Schedule

Residences:

	<u>Maximum Payment</u>		
1 room	\$ 40.00	6 rooms	\$140.00
2 rooms	55.00	7 rooms	160.00
3 rooms	75.00	8 rooms	180.00
4 rooms	100.00	9 or more	
5 rooms	125.00	rooms	200.00

Apartments:

	<u>Maximum Payment</u>		
1 room	\$ 25.00	6 rooms	\$ 85.00
2 rooms	35.00	7 rooms	100.00
3 rooms	45.00	8 rooms	125.00
4 rooms	60.00	9 or more	
5 rooms	70.00	rooms	150.00

Number of Rooms 9 \$ 200.00

A compensable room must contain a minimum of seventy (70) square feet of floor space and be occupied or must contain a reasonable amount of furniture or personal property to be moved. An attic, basement room or outbuilding will be considered a room if it meets these requirements.

() Plan B: Actual Moving Expenses. As evidenced by certified invoice from a licensed mover.

If the applicant selects Plan "A", the amount of compensation shall be predetermined by the Relocation Officer by filling in the number of eligible rooms and the proper amount (dollars) in the blank space following Plan "A". In either method, the amount shall not exceed \$200.00.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I am the head of a family or household; and qualify to receive relocation moving expenses under the laws of Utah. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

March 24, 1964

Date

Mrs. Ise Kato
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

APR - 1 1964

Date

D. Keith Miller
Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. Line to 31st

Claimant Mrs. Ise Kato

Street in Ogden _____

Address of Claimant 4068 South 1150 West

Parcel No. 156:A&S

Riverdale, Utah

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- (x) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. State possession of real property between State and owner.
() 3. Title to real property conveyed to State by owner.
() 4. Binding contract for purchase of real property between State and owner.
() 5. Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.

Date of removal of personal property 25th July 1964

New Address of Claimant 5445 South 1150 West, Ogden, Utah

Name and address of moving company self move

Expenses incurred (by elected method Plan A) \$ 200.00

Storage Expenses (See details on Form Rel. 6)

\$ _____

Total Claim \$ 200.00

Amount of Claim Allowed \$ 200.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

~~1964~~ August 19, 1964
Date

Mrs. Ise Kato by Ise Kato
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

1964 27 1964
Date

R. Faith Miller
Relocation Officer

Date Paid _____ Voucher No. _____

428655 no fee

BOOK

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PAGE

58

Platted

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Indexed

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Recorded

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Abstracted

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Compared

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Page

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FILED AND RECORDED FOR

State Road Commission

1964 JUN 18 AM 11 17

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY

Warranty Deed

(Controlled Access)

Parcel No. 15-8:157:A
Project No. 1-15-8(6)334

Toyse T Kato & Maxie K. Kato, his wife
of Ogden, County of Weber, State of Utah,
hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF UTAH,
Grantee, for the sum of one and no/100ths

Dollars,
the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the NW. corner of said Section 7; thence Southerly 183 ft. along the west line of said Section 7; thence S. 81°10' E. 289 ft., more or less, to a point 190.0 ft. perpendicularly distant southeasterly from the center line of said project; thence N. 34°19' E. 117 ft., more or less, to a point of tangency with an 11,269.16 ft. radius curve to the right opposite Engineer Station 989+41.83; thence Northeasterly 385 ft., more or less, along the arc of said curve to an easterly boundary line of said entire tract; thence Northerly 144 ft., more or less, along said easterly boundary line to a northerly boundary line of said entire tract; thence N. 79°30' W. 296 ft. to a point 120.0 ft. radially distant northwesterly from the center line of said project; thence Southwesterly 156 ft., more or less, along the arc of an 11,579.16 ft. radius curve to the left to a point opposite Engineer Station 992+00 (Note: Tangent to said curve at its point of beginning bears approximately S. 36°23' W.); thence S. 44°16' W. 343 ft., more or less, to the west line of said Section 6; thence Southerly 16 ft., more or less, along said west line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described parcel of land contains 5.07 acres, more or less.

(Note: This deed is given to correct a deed recorded as Entry No. 423647, in Book 770, of deed, Page 402 in the records of Weber County, Utah.)

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, said highway to consist of inner through traffic lanes and adjacent frontage road, the grantor(s) hereby release(s) and relinquish(es) to the grantee, any and all rights or easements appurtenant to the grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed to or from said inner lanes; provided, however, that such remaining property of the grantor(s) shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at such points as may be established by public authority.

WITNESS, the hand of said grantor s, this 9th day of June, A.D. 19 64.

Signed in the presence of:

STATE OF UTAH

COUNTY OF Weber

On the 9th day of June, A.D. 1964, personally appeared before me Toyse T. Kato & Maxie K. Kato, his wife, the signer of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires 10-10-65
RW Special
Similar to RW-22

Notary Public

Prepared by JLB, 4-22-64

6-109

7A-

IMPORTANT

No. 770 - 402

OFFICE OF COUNTY RECORDER

WEBER COUNTY, UTAH

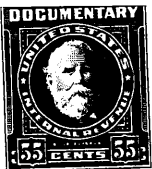
Frequently in the treatment of instruments errors are detected, sometimes of a nature which may seriously impair the validity of the transaction and the purpose for which it was executed. These discrepancies are noted and the attention of the parties interested called thereto. An examination of this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

The figures, "...S. 44°16' W. 34.3 feet to section line....." seem to be in error. It is more like 343 feet.

4-27-64
118
4-30-64
no map
10/10/64

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.

Robert J. Henderson
ASST County Recorder



Construct and maintain a public highway as a by Title 27, Chapter 12, Section 96, Utah Code Annotated 1955, as amended, said highway to consist of inner through traffic lanes and adjacent frontage road, the grantor(s) hereby release(s) and relinquish(es) to the grantee, any and all rights or easements appurtenant to the grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed to or from said inner lanes; provided, however, that such remaining property of the grantor(s) shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at such points as may be established by public authority.

WITNESS, the hands of said grantors, this 23rd day of January, A.D. 1964.

Signed in the presence of:

STATE OF UTAH

COUNTY OF Weber

On the 23rd day of January, A.D. 1964, personally appeared before me Toyse T. Kato & Maxie K. Kato, his wife the signer of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires 10-10-65

Prepared by WLJ, 5-14-63

N. Wells
Notary Public

7A-3
6-10

7770 PAGE 402
FILED
Recorded ☒ Indexed ☒
Compared ☐ Page ☒
Parcel No. 15-8:157:A
Project No. I-15-8(6)334
ad Access)
life _____, grantor(s)
_____, State of Utah

simple to the STATE ROAD COMMISSION OF
Thousand Two Hundred Ten and no/100 dollars,
in Weber County, State of

eway known as Project No. 15-8, being part of
SW $\frac{1}{4}$ of Section 6, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section
aries of said parcel of land are described as

id Section 7; thence Southerly 183 ft. along
e S. 81°10' E. 289 ft., more or less, to a
it southeasterly from the center line of said
more or less, to a point of tangency with an
it opposite Engineer Station 989+41.83; thence
along the arc of said curve to an easterly
hence Northerly 144 ft., more or less, along
herly boundary line of said entire tract;
t 120.0 ft. radially distant northwesterly
thence Southwesterly 156 ft., more or less,
ius curve to the left to a point opposite
nt to said curve at its point of beginning
ence S. 44°16' W. 34.3 ft., more or less, to
ice Southerly 16 ft., more or less, along said
is shown on the official map of said project
ad Commission of Utah. Above described parcel
less.

ning to the above described land are hereby
ntee shall not be liable for any water assess-
due.

Toyse T. Kato
Maxie K. Kato

1964 APR 6 AM 9 56

423648

BOOK

770

PAGE

403

Flowed

☐ Indexed

Recorded

☐ Abstracted

Compared

☐ Page

EASEMENT

Parcel No. 15-8:157:E
Project No. 1-15-8(6)334LUTH EAMES OLSEN
WEBER COUNTY RECORDER

Toyse T. Kato & Maxie K. Kato, his wife
of Ogden, County of Weber, State of Utah,
hereby grant and convey to the State Road Commission of Utah, Grantee,
for the sum of Four Hundred Eighty and no/100 Dollars
an easement upon part of an entire tract of property in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of
Section 7 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. in
Weber County, Utah, for the purpose of constructing thereon an irrigation
facility and appurtenant parts thereof incident to the construction of
a freeway known as Project No. 15-8.

Said part of entire tract is a parcel of land 15.0 ft. wide adjoining
southeasterly the southeasterly right of way line of a frontage road for
a freeway known as Project No. 15-8. Said southeasterly right of way
line is described as follows:

Beginning at the intersection of said southeasterly right of way
line and the southerly boundary line of said entire tract, which point
is 183 ft. south and approximately 286 ft. S. 81° 10' E. from the NW.
corner of said Section 7; thence N. 34° 19' E. 117 ft., more or less,
to a point of tangency with an 11,269.16 ft. radius curve to the right
opposite Engineer Station 989+41.83; thence Northeasterly 385 ft., more
or less, along the arc of said curve to the easterly boundary line of
said entire tract. The above described parcel of land contains 0.16
acre, more or less.

After said irrigation facility is constructed on above described
part of an entire tract at the expense of said State Road Commission,
said State Road Commission is thereafter relieved of any further claim
or demand for costs, damages or maintenance charges which may accrue
against said irrigation facility or appurtenant parts thereof.

WITNESS, the hand of said grantors, this 23rd day of
January, A.D. 19 64.

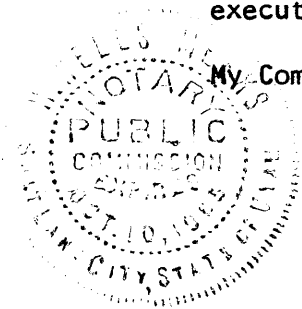
Signed in the presence of:

STATE OF UTAH)
: ss.
County of Weber)

On the 23rd day of January, A.D. 19 64,
personally appeared before me Toyse T. Kato & Maxie K. Kato, his wife, the signers
of the within instrument, who duly acknowledged to me that they
executed the same.

My Commission expires 10-10-65

Notary Public



PART OF 742 DT
" " 706 DT

964 APR 6 AM 9 56

BOOK

770 PAGE 404

Follows 706 DT(2)
 Filed ☒ Indexed ☒
 Recorded ☒ Returned ☒
 Countered ☐ Page ☒

JOSEPH EAMES OLSEN
 WEBER COUNTY RECORDER

WARRANTY DEED

Parcel No. 15-8:157:S

Project No. I-15-8(6)334

Toyse T. Kato & Maxie K. Kato, his wife

grantor(s)

of Ogden, Weber County, Utah

hereby convey(s) and warrant(s) to STATE ROAD COMMISSION OF UTAH

grantee

for the sum of One Thousand Twenty and no/100

Dollars,

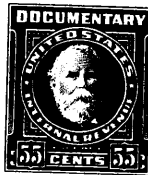
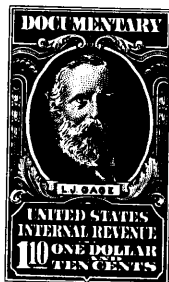
the following described tract(s) of land in

Weber

County, State of Utah, to-wit:

A parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W.,
 S.L.M. The boundaries of said parcel of land are described as follows:

Beginning on the northerly boundary line of the grantors land at a point
 120.0 ft. radially distant northwesterly from the center line of a freeway
 known as Project No. 15-8, which point is approximately 387 ft., north and
 329 ft. east from the SW. corner of said Section 6; thence Southwesterly 156
 ft., more or less, along the arc of an 11,579.16 ft. radius curve to the left
 to a point opposite Engineer Station 992+00 (NOTE: Tangent to said curve at
 its point of beginning bears approximately S. 36°23' W.); thence S. 44°16' W.
 343 ft., more or less, to the west line of said Section 6; thence Northerly
 89 ft., more or less, along said west line to the southeasterly right of way
 line of the U.P.R.R.; thence Northeasterly 406 ft., more or less, along said
 southeasterly right of way line to the northerly boundary line of said grantors
 land; thence Easterly 90 ft., more or less, along said northerly boundary line
 to the point of beginning. The above described parcel of land contains 0.80
 acre, more or less, of which 0.46 acre, more or less, is now occupied by the
 existing 1250 West Street. Balance 0.34 acre, more or less.



WITNESS, the hand(s) of said grantor(s), this

23rd

January

A. D. 19 64

day of

Signed in the presence of:

Toyse T. Kato
Maxie K. Kato

STATE OF UTAH

County of Weber

} ss.

On the

23rd

day of

January

A. D. 19 64 personally

appeared before me Toyse T. Kato & Maxie K. Kato, his wife

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires

10-10-65

Notary public

Form R W - Prepared by JLB, 9-24-63

6-109

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>987+00+</u>	to Station <u>994+05+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St. in Ogden</u>
		<u>157:A,</u>	
Both		Side <u>s</u> of Highway	Parcel No. <u>157:S, & 157:E</u> at <u>4000 S. 1150 W.</u>

Date 23 January 1964 Toyse T. Kato & Maxie K. Kato, his wife Grantor s

of 5445 South 1150 West Street, Ogden, Weber County, Utah
157:A, Easement and
 No. 157:S, & 157:E Warranty Deeds ~~2223~~ for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed have been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent _____, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

AMOUNT

Land as described in Warranty Deed No. 15-8:157:A

Improvements located on the said tract.

Damages to the Grantors' remaining property.

Land as described in Warranty Deed No. 15-8:157:S

Land as described in Easement No. 15-8:157:E

7. It is mutually agreed that the salvage rights to the improvements on this tract are worth \$1,000.00, which amount is hereby deducted from this settlement. \$23,900.00
- 1,000.00

8. The Grantors are to have sixty (60) days from the approval date of this Contract to remove all salvage from the aforesaid tract.

9. The Grantors agree to leave the premises in a clean, presentable condition and to remove all debris etc. from the premises; \$250.00 is withheld from this settlement to insure this. This amount will be paid after property has been inspected by the District Engineer.

10. The Grantor hereby agrees to pay all taxes assessed against the said property.

APPROVAL OF CONSTRUCTION ITEMS:

11. The Grantors hereby release and relinquish all rights of ingress to and egress from the Grantors' remaining property contiguous to the lands herein conveyed to or from the said Highway; except that Grantors shall have access to the Frontage Road.

Total Cash Settlement \$ 22,900.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By H. Wells Meeks

RIGHT OF WAY AGENT

By Clarence J. Allred

ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by
Road Commission

FEB 21 1964

19

Clarence J. Allred

Commission Secretary RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Toyse T. Kato
Maxie K. Kato

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N. Smith \$23,900.00
 PARCEL NO. 157:A, 157:S, 157:E Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired: 0.34 (157:S)	\$3,000.00	1,020.00
Right of Way 5.07 (157:A)	acres at \$3,000.00	per acre \$15,210.00
Easement 0.16	acres at \$3,000.00	per acre \$ 480.00
2. Value of improvements taken or destroyed:		\$ <u>7,000.00</u>
3. Damages: (Proximity, severance, etc.)		\$ <u>190.00</u>
4. Moving and/or rehabilitation of buildings and appurtenances:		\$ _____
5. Controlled access:		\$ _____
	Gross Amount	\$ _____
6. Salvage, amount		\$ <u>1,000.00</u>
	Net Amount	\$ <u>22,900.00</u>

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *H. Wells*Date 24 January 1964

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co. Line to
Parcel No. 157:S 31st Street in Ogden

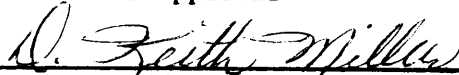
THIS AGREEMENT made and entered into this 19th
day of September, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road" Commission"
and Toyse T. Kato, 5445 South 1150 West, Ogden, Utah (Res.)
, hereinafter referred to as
"Party of the Second Part."

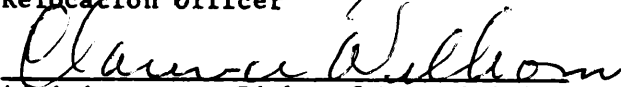
1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 895.50 as reimbursement of expenses
incurred in the relocation of personal property.

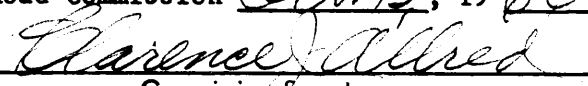
2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.



STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By 
Relocation Officer

By 
Administrator, Right of Way Division

Approved by
Road Commission Oct. 13, 19 64

Commission Secretary

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

88

(7)

(x) Business

() Farm

() Non-Profit Organization

Name Toyse T. Kato

Address 5445 South 1150 West (Res)

4000 South 1150 West (Bus)
Ogden, Utah

Project No. I-15-8(6)334

Project Name Davis County Line to
31st Street in Ogden

Parcel No. 157:S

Auth. No. 5850

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his actual moving expenses calculated by the following method checked below:

- () A. Expenses incurred, supported by receipted moving bills.
() B. Expenses incurred, supported by unpaid moving bills (By prearrangement only).
(x) C. Expenses incurred, supported by certification of expenses (Self-movings by prearrangement only).

If method "C" is used, a written certification prepared by the displaced person must be presented to the Relocation Officer and contain the following information:

1. Number of hours required to effect relocation.
2. Wage scale paid for labor.
3. Type and fair market rental of equipment used.

The burden of proof of this written certification shall be upon the claimant and subject to audit by the Department of Highways.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I qualify to receive relocation moving expenses under the laws of Utah, and that all other information submitted herewith or included herein is true and correct. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

March 24, 1964

Date

Toyse T. Kato
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel of land; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

APR - 1 1964

Date

W. Keith Miller
Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

(x) Business

() Farm

() Non-profit Organization

Project No. I-15-8(6)334

Project Name Davis Co. Line to

31st Street in Ogden

Claimant Toyse T. Kato

Parcel No. 157:S

Address of Claimant 5445 South 1150 West (Res)

Auth. No. 5850

4000 South 1150 West (Bus)

Road Sect. 29-1-1

Ogden, Utah

Basis of Claim:

- (x) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. State possession of real property by agreement or court order.
() 3. Title to real property conveyed to State by owner.
() 4. Binding contract for purchase of real property between State and owner.
() 5. Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.

Date of removal of personal property July 1, 1964

New address of claimant 5445 South 1150 West, Ogden, Utah (Res)

Distance moved (in miles) 1.0

Name and address of Moving Company (or person) Toyse T. Kato

Expenses incurred (by elected method) \$ 895.50

Storage expenses (See details on Form Rel 6)

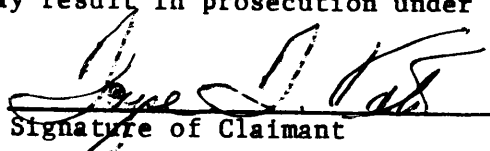
\$
Total Claim \$ 895.50

Amount of Claim Allowed \$ 895.50

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts, unpaid moving bills, or certification attached hereto accurately reflect moving services actually performed and that all other information submitted herewith or included herein is true and accurate. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

Sept. 19, 1964
Date


Signature of Claimant

I certify that the claimant shown above occupied the improvements or a part thereof on the above parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

OCT - 5 1964
Date


Relocation Officer

QUIT CLAIM DEED

Parcel No. 15-8:157B
Project No. 1-15-8(6)334

Riverdale Corporation of the Church of Jesus Christ of Latter Day Saints
a corporation sole of the State of Utah, Grantor, hereby QUIT CLAIMS to the
STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of

Three hundred and sixty and no/100 Dollars,
the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a frontage road incident to the construction of
a freeway known as Project No. 15-8, being part of an entire tract of property in
the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel
of land are described as follows:

Beginning on the northerly boundary line of said entire tract at a point
190.0 ft. radially distant southeasterly from the center line of said project,
which point is approximately 690 ft. east and 355 ft. north from the SW. corner
of said Section 6; thence Southwesterly 212 ft., more or less, along the arc of
an 11,269.16 ft. radius curve to the left to the westerly boundary line of said
entire tract (NOTE: Tangent to said curve at its point of beginning bears
approximately S. 37° 20' W.); thence Northerly 194 ft., more or less, along said
westerly boundary line to said northerly boundary line; thence S. 79° 30' E. 60 ft.,
more or less, to the point of beginning as shown on the official map of said
project on file in the office of the State Road Commission of Utah. Above
described parcel of land contains 0.12 acre, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water assess-
ments now due or which shall become due.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name and affixed
its corporate seal by its Corporation Sole, the President of the Riverdale Stake
of the Church of Jesus Christ of Latter-Day Saints, this 7th day of
January, A.D. 1964.



RIVERDALE CORPORATION OF THE
CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS

By E. Grant Gibby, Bishop
Corporation Sole

STATE OF UTAH)
County of Weber) ss.

On this 7th day of January, A.D. 1964, personally appeared
before me E. Grant Gibby, personally known to me to be the
President of the Riverdale Stake of the Church of Jesus Christ of Latter-Day
Saints, who acknowledged to me that he signed the foregoing instrument as
corporation sole of the Riverdale Corporation of the Church of Jesus Christ
of Latter-Day Saints, and that the seal impressed on the within instrument is
the seal of said corporation, and the said E. Grant Gibby
acknowledged to me that the said corporation executed the same.

[Signature]
Notary Public, Residing at

My Commission expires 10-10-65

439182

STATE OF UTAH
COUNTY OF WEBER
State Road Commission
Nov 24 10 57 AM '64

RECORDED

FILED

LUTHER GAMES OLSEN

COUNTY RECORDER

Virginia M. Wilson

FOLLOWS 738 DT

Prepared by WLJ, 5-21-63

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Compared ☒ Page ☒
74-108

EASEMENT

Parcel No. 15-8:157B:E
Project No. 1-15-8(6)334

Riverdale Corporation of the Church of Jesus Christ of Latter Day Saints Grantor, of Ogden, County of Weber, State of Utah, hereby grant and convey to the State Road Commission of Utah, Grantee, for the sum of Two hundred and forty and no/100 Dollars an easement upon part of an entire tract of property in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. in Weber County, Utah, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of entire tract is a parcel of land 15.0 ft. wide adjoining southeasterly the southeasterly right of way line of a frontage road for a freeway known as Project No. 15-8. Said southeasterly right of way line is described as follows:

Beginning at the intersection of said southeasterly right of way line and the northerly boundary line of said entire tract, which point is approximately 363 ft. north and 690 ft. east from the SW. corner of said Section 6; thence Southwesterly 212 ft., more or less, along the arc of an 11,269.16 ft. radius curve to the left to the westerly boundary line of said entire tract (NOTE: Tangent to said curve at its point of beginning bears approximately S. 37° 20' W.). The above described parcel of land contains 0.08 acre, more or less.

After said irrigation facility is constructed on above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said irrigation facility or appurtenant parts thereof.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name and affixed its corporate seal by its Corporation Sole, the President of Riverdale Stake of the Church of Jesus Christ of Latter-Day Saints, this 7th day of January, A.D. 1964.

RIVERDALE CORPORATION OF THE
CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS

By E. Grant Gibby, Bishop
Corporation Sole

STATE OF UTAH)
) ss.
County of Weber)

On this 7th day of January, A.D. 1964, personally appeared before me E. Grant Gibby, personally known to me to be the President of the Riverdale Stake of the Church of Jesus Christ of Latter-Day Saints, who acknowledged to me that he signed the foregoing instrument as corporation sole of the Riverdale Corporation of the Church of Jesus Christ of Latter-Day Saints, and that the seal impressed on the within instrument is the seal of said corporation, and the said E. Grant Gibby acknowledged to me that the said corporation executed the same.

[Signature]
Notary Public, Residing at

My Commission expires 10-10-65

Form RW-10

Prepared by JLB, 9-13-63

Filed ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

439183

STATE OF UTAH, COUNTY OF WEBER, no fee

FILED AND RECORDED FOR

State Road Commission

Nov 24 10 57 AM '64

IN BOOK OF RECORDS

NOTARY CLERK
COUNTY RECORDER

Virginia M. Wilson

PART 738 DT

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station 993+00 to Station 995+50 Project No. I-15-8(6)334 Davis Co. line to 31st St. in Ogden
Easterly Side of Highway Parcel No. 157B & 157B:E ab 1 1/8 Mi. N. Riverdale Rd.
Riverdale Corporation of the Church Of Jesus Christ
 Date 7 January 1964 Of Latter-Day Saints Grantor _____
 of % Bishop Grant Gibby, 1450 W. Riverdale Road, Ogden, Weber County, Utah
157B & Easement and
No. 157B:E Quit Claim deed for a tract of land for State highway purposes
 TYPE OF INSTRUMENT

over property described in said deed has been delivered to H. Wells Meeks
 NAME OF AGENT

R/W Agent _____, as escrow agent, with instructions to deliver said deed to
 TITLE
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

Land as described in Quit Claim Deed No. 15-8:157B

Land as described in Easement No. 15-8:157B:E

- (B) Furnish and install a type "A" fence between the above Engineer's Stations along the R/W Line of the Frontage Road.
- (C) Furnish and install one (1) sixteen (16) foot gate in the above described fence. Exact location of the gate to be determined by the Project Engineer at the time of construction.

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By *H. Wells Meeks*
 DISTRICT ENGINEER

Total Cash Settlement \$ 600.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
 Recommended for approval

By *H. Wells Meeks*
 RIGHT OF WAY AGENT
 By *Clarence J. Allred*
 ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by NOV 3 1964
 Road Commission

Clarence J. Allred
 Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.
Riverdale Corporation of the Church of
Jesus Christ of Latter-Day Saints

E. Grant Gibby
 Bishop

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N. Smith \$ 600.00
PARCEL NO. 157B & 157B:E Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 360.00
Easement _____ acres at _____ per acre \$ 240.00

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

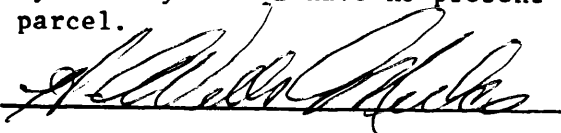
6. Salvage, amount \$ _____

Net Amount \$ 600.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by 

Date 1 October 1964

State Road Commission

429695

BOOK

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Parcel No. 15-8:158:A

Project No. I-15-8(6)334

RUTH EAMES OLSEN

WEBER COUNTY RECORDER

DEPUTY

(Controlled Access)

Thomas Zito, Nellie C. Zito and Beverly Jean Zito, aka Beverly Jean Oram
 of Ogden, County of Weber, State of Utah,

hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF
 UTAH, Grantee, for the sum of \$15,936.00/100-----Dollars,
 the following described tract of land in Weber County, State of
 Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part
 of an entire tract of property, in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W.,
 S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 251.88 ft. north, 1289.6 ft. west and 745.5 ft. N. 79°
 30' W. from the S $\frac{1}{4}$ corner of said Section 6; thence S. 18°23' W. 50 ft.; thence
 N. 79°30' W. 330 ft. to a county road; thence Northeasterly 280 ft. along said
 county road to a point 627.33 ft. north from the south line of said Section 6;
 thence N. 89°56' E. 116.7 ft.; thence N. 00°04' W. 94.5 ft.; thence N. 80°46' W.
 90.8 ft. to said county road; thence N. 38°15' E. 375 ft. along said county road
 to a point on the north boundary line of said entire tract which point is N. 79°
 30' W. and N. 20°03' E. 655.1 ft. from the beginning; thence S. 79°30' E. 350 ft.,
 more or less, along said north boundary line to a point 190.0 ft. radially distant
 southeasterly from the center line of said project; thence Southwesterly 750 ft.,
 more or less, along the arc of an 11,269.16 ft. radius curve to the left to a
 southerly boundary line of said entire tract (NOTE: Tangent to said curve at its
 point of beginning bears approximately S. 41°23' W.); thence N. 79°30' W. 60 ft.,
 more or less, to the point of beginning, as shown on the official map of said pro-
 ject on file in the office of the State Road Commission of Utah. The above des-
 cribed parcel of land contains 5.12 acres, more or less, of which 0.12 acre, more or
 less, is now occupied by the existing highway. Balance 5.00 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
 reserved by the grantor, and the grantee shall not be liable for any water assess-
 ments now due or which shall become due.

Together with any and all abutters rights of underlying fee to the center of
 existing rights of way appurtenant to this conveyance.

To enable the grantee to construct and maintain a public highway as a
 freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah
 Code Annotated 1953, as amended, said highway to consist of inner through
 traffic lanes and adjacent frontage road, the grantor(s) hereby release(s)
 and relinquish(es) to the grantee, any and all rights or easements appurtenant
 to the grantors remaining property by reason of the location thereof with refer-
 ence to said highway, including, without limiting the foregoing, all rights of
 ingress to or egress from the grantors remaining property contiguous to the lands
 hereby conveyed to or from said inner lanes; provided, however, that such remain-
 ing property of the grantor(s) shall abut upon and have access to said frontage
 road which will be connected with said inner through traffic lanes only at such
 points as may be established by public authority.

WITNESS, the hands of said grantors, this 31st day of March
 _____, A.D. 1964.

Signed in the presence of:

STATE OF UTAH)

COUNTY OF Weber)

; ss.

aka

On the 31st day of March, A.D. 1964, personally
 appeared before me
 the signer of the within instrument, who duly acknowledged to me that they
 executed the same.

My Commission expires 10-10-65

Prepared by BCA, 9-26-63

Notary Public

6-109

429697

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State Road Commission
1964 JUL 3 AM 11 09

BOOK

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Follows 701 DT(2)

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William H. Peterson*

Warranty Deed

Parcel No. 15-8:158:S

Project No. 1-15-8(6)334

Thomas Zito, Nellie C. Zito and Beverly Jean Zito aka Beverly Jean Oram, Grantor s,
of Ogden, Utah

hereby convey__ and warrant__ to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of

One Thousand One Hundred & Ninety-Five

Dollars,

the following described parcel of land in Weber

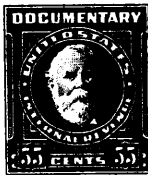
County, State of Utah, to-wit:

A parcel of land situated in the SW¹/₄SW¹/₄ of Section 6, T. 5 N., R. 1 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of the grantors land, which point is approximately 408 ft. north and 240 ft. east from the SW. corner of said Section 6; thence N. 38° 15' E. 786.0 ft. along the southeasterly right of way line of the Hill Field Branch of the U.P.R.R., to the northerly boundary line of said grantors land; thence S. 79° 30' E. 46 ft., more or less, along said northerly boundary line to the northwesterly right of way line of a county road; thence Southerly 802 ft., more or less, along said northwesterly right of way line to the southerly boundary line of said grantors land; thence N. 79° 30' W. 28 ft., more or less, along said southerly boundary line to the point of beginning. The above described parcel of land contains 1.00 acre, more or less.

Together with any and all abutters rights of underlying fee to the center of existing rights of way appurtenant to this conveyance.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



WITNESS, the hand s of said Grantor s, this
March, A. D. 1964.

31st

day of

Signed in the presence of:

STATE OF Utah)
) ss.
County of Weber)

Thomas Zito
Nellie C. Zito
Beverly Jean Zito
aka *Beverly Jean Oram*

On the 31st day of March, A. D. 1964, personally appeared before me Thomas Zito, Nellie C. Zito and Beverly Jean Zito aka Beverly Jean Oram

the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 10-10-65

Notary Public

FILED AND RECORDED FOR

429696

State Road Commission
1964 JUL 3 AM 11 09

BOOK

778 PAGE 267

PAUL EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

EASEMENT

Plotted ☐ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

Parcel No. 15-8:158:E
Project No. I-15-8(6)334

Thomas Zito, Nellie C. Zito and Beverly Jean Zito aka
Beverly Jean Oram, Grantors,
of Ogden, County of Weber, State of Utah,
hereby grant and convey to the State Road Commission of Utah, Grantee, for
the sum of Seven Hundred & Eighty Dollars
an easement upon part of an entire tract of property in the SW1/4 SW1/4 of
Section 6, T. 5 N., R. 1 W., S.L.M. in Weber County, Utah, for the purpose
of constructing thereon an irrigation facility and appurtenant parts thereof
incident to the construction of a freeway known as Project No. 15-8.

Said part of entire tract is a parcel of land 15.0 ft. wide adjoining
southeasterly the southeasterly right of way line of a frontage road for a
freeway known as Project No. 15-8. Said southeasterly right of way line is
described as follows:

Beginning at the intersection of said southeasterly right of way line
and a southerly boundary line of said entire tract, which point is approxi-
mately 363 ft. north and 690 ft. east from the SW. corner of said Section
6; thence Northeasterly 760 ft., more or less, along the arc of an 11,269.16
ft. radius curve to the right to the northerly boundary line of said entire
tract (NOTE: Tangent to said curve at its point of beginning bears approxi-
mately N. 37°20' E.). The above described parcel of land contains 0.26 acre,
more or less.

After said irrigation facility is constructed on above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said irriga-
tion facility or appurtenant parts thereof.

WITNESS, the hand of said grantors, this 31st day of
March, A.D. 1964.

Signed in the presence of:

STATE OF UTAH)

County of Weber)

: ss.

aka Beverly Jean Oram

On the 31st day of March, A.D. 1964, personally
appeared before me Thomas Zito, Nellie C. Zito and Beverly Jean Zito, aka Beverly Jean Oram,
of the within instrument, who duly acknowledged to me that they executed
the same.

My Commission expires 10-10-65

Notary Public

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station <u>995+50</u>	to Station <u>1003+15</u>	Project No. <u>I-15-8(6)334</u>	<u>31st St. In Ogden to</u>
			<u>Davis County Line</u>
<u>Easterly</u>	Side <u>of Highway</u>	Parcel No. <u>& 158:E</u>	<u>at 3962 S. 1150 W.</u>
			<u>Riverdale, Ut.</u>

Date 31 March 1964 Thomas Zito & Nellie C. Zito, his wife
Beverly Jean Zito, a woman Grantors

of 3962 South 1150 West Street, Ogden, Weber County, Utah
158:A, 158:S
No. & 158:E Easement and Warranty Deeds ~~used~~ for a tract of land for State highway purposes

over property described in said deed have been delivered to H. Wells Meeks
NAME OF AGENT

R/W Agent TITLE, as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor s, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

AMOUNT

(A) Pay cash in full to the Grantors for the following:

- Land as described in Warranty Deed No. 15-8:158:A
Improvements located on the said tract.
Damages to the Grantors' remaining property.
Land as described in Warranty Deed No. 15-8:158:S
Land as described in Easement No. 15-8:158:E

(B) Furnish and install a type "B" fence between the above Engineer's Stations on the Easterly side of the Easement.

\$28,400.00

7. The salvage value on the Improvements is \$1,000.00, which amount is deducted from this settlement.

- 1,000.00

8. The Grantors agree to leave the premises in a clean and presentable condition, removing all glass, rubbish, and debris; \$500 is withheld to insure this. This amount will be released to the Grantor after a satisfactory inspection by the District Engineer.

9. The Grantors may occupy the property for sixty (60) days from the approval date of this Contract.

10. The Grantors hereby release and relinquish all rights of ingress to and egress from the Grantors' remaining property contiguous to the lands herein conveyed to or from the said Highway; except that the Grantors shall access to the Frontage Road wherein it abuts the Grantors' remaining property.

11. The Grantors hereby warrant that all taxes on the said property have been paid to and including 1963.

APPROVAL OF CONSTRUCTION ITEMS:

By H. E. Pritchard
DISTRICT ENGINEER

Total Cash Settlement \$ 27,400.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

m.R.O.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT
By Carmen Williams
ADMINISTRATOR, RIGHT OF WAY DIVISION

Approved by May 26, 1964
Road Commission Raymond Burton

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Thomas Zito
Nellie C. Zito
Beverly Jean Zito
a.k.a. Beverly Jean Oram

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

W. Prestwich \$28,400.00

Pre-negotiation appraisals

PARCEL NO. 158:A, 158:E, & 158:S

M. Cain Jr. \$26,000.00

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way	<u>5.0</u>	acres at	_____	per acre	\$ <u>15,936.00</u>
Easement	<u>0.26</u>	acres at	\$ <u>3,000.00</u>	per acre	\$ <u>780.00</u>

2. Value of improvements taken or destroyed: \$10,489.00

3. Damages: (Proximity, severance, etc.) \$1,195.00

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$28,400.00

6. Salvage, amount \$1,000.00

Net Amount \$27,400.00

Explain items in detail _____

The Grantors settled on the reviewed approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *H. Wells*

Date 6 April 1964

10

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. Line to

Name Thomas E. Zito

31st St., Ogden

Address 3962 So. 1150 W.

Parcel No. 158:4

Ogden

Auth. No. 5850

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his relocation moving expenses calculated by the method checked below:

Plan A: Fixed Payment Schedule

<u>Residences:</u>				<u>Apartments:</u>			
	Maximum Payment				Maximum Payment		
1 room	\$ 40.00	6 rooms	\$140.00	1 room	\$ 25.00	6 rooms	\$ 85.00
2 rooms	55.00	7 rooms	160.00	2 rooms	35.00	7 rooms	100.00
3 rooms	75.00	8 rooms	180.00	3 rooms	45.00	8 rooms	125.00
4 rooms	100.00	9 or more		4 rooms	60.00	9 or more	
5 rooms	125.00	rooms	200.00	5 rooms	70.00	rooms	150.00

Number of Rooms 7 \$ 160.00

A compensable room must contain a minimum of seventy (70) square feet of floor space and be occupied or must contain a reasonable amount of furniture or personal property to be moved. An attic, basement room or outbuilding will be considered a room if it meets these requirements.

() Plan B: Actual Moving Expenses. As evidenced by certified invoice from a licensed mover.

If the applicant selects Plan "A", the amount of compensation shall be predetermined by the Relocation Officer by filling in the number of eligible rooms and the proper amount (dollars) in the blank space following Plan "A". In either method, the amount shall not exceed \$200.00.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I am the head of a family or household; and qualify to receive relocation moving expenses under the laws of Utah. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

April 29, 1964
Date

Thomas E. Zito
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

MAY 14 1964
Date

OD
Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. Line to

Claimant Thomas E. Zito

31st Street, Ogden

Address of Claimant 3962 South 1150 West

Parcel No. 158:H

Ogden, Utah

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- () 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. State possession of real property between State and owner.
() 3. Title to real property conveyed to State by owner.
() 4. Binding contract for purchase of real property between State and owner.
() 5. Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.

Date of removal of personal property August 20, 1964

New Address of Claimant 802 East 5450 South, Ogden, Utah

Name and address of moving company Self-move

Expenses incurred (by elected method Plan A) \$ 160.00

Storage Expenses (See details on Form Rel. 6)

\$

Total Claim \$ 160.00

Amount of Claim Allowed \$ 160.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

September 25, 1964

Date

Thomas E. Zito
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

OCT - 9 1964

Date

D. Keith Meller
Relocation Officer

Date Paid Voucher No.

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co. Line to

Parcel No. 158:H 31st St. Ogden

THIS AGREEMENT made and entered into this 25th
day of September, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road" Commission"
and Thomas E. Zito, 802 East 5450 South, Ogden, Utah
, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 160.00 as reimbursement of expenses
incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.

Thomas E. Zito

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By H. Zaithe Miller
Relocation Officer

By Clarence Aldred
Administrator, Right of Way Division

Approved by
Road Commission Oct. 19, 19 64

Clarence Aldred
Commission Secretary

1964 APR 6 AM 9 56

BOOK

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FOLLOWS 700 DT
 Printed ☒ Indexed ☒
 Recorded ☒ Subscribed ☒
 Compared ☒ Page ☒

LUTHER EAMES OLSEN
 WEBER COUNTY RECORDER

WARRANTY DEED

 Parcel No. 15-8:159:T
 Project No. 1-15-8(6)334
 grantor(s)

Joseph Zito & Charlotte A. Zito, his wife

of Ogden, Weber County, Utah

hereby convey(s) and warrant(s) to STATE ROAD COMMISSION OF UTAH

grantee

for the sum of Two Thousand Three Hundred Twenty Three and no/100

Dollars,

the following described tract(s) of land in

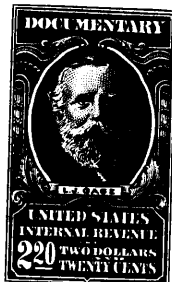
Weber

County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8,
 being all of an entire tract of property in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6,
 T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are
 described as follows:

Beginning at the SW. corner of said entire tract, which point is
 627.33 ft. north and 2173.74 ft. west from the S $\frac{1}{4}$ corner of said Section
 6; thence N. 89° 56' E. 116.7 ft.; thence N. 00° 04' W. 94.5 ft.; thence
 N. 80° 46' W. 90.8 ft.; thence S. 14° 00' W. 112.4 ft. to the point of
 beginning. The above described parcel of land contains 0.247 acre,
 of which 0.01 acre, more or less, is now occupied by the existing
 county road. Balance 0.237 acre, more or less.

Together with any and all abutters rights of underlying fee to
 the center of existing rights of way appurtenant to this conveyance.



WITNESS, the hand(s) of said grantor(s), this

January

A. D. 1964

Signed in the presence of:

22nd

day of

STATE OF UTAH

County of Weber

ss.

On the

22nd

day of

January

A. D. 1964 personally

appeared before me Joseph Zito & Charlotte A. Zito, his wife

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires 10-10-64

Form R W-1 Prepared by WLJ, 5-14-63

Notary public

6-109

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>996+00+</u>	to Station <u>997+40+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St. in Ogden</u>
Westerly Side of Highway		Parcel No. <u>159:T</u> at <u>3934 S. 1150 W.</u>	

Date 22 January 1964 Joseph Zito & Charlotte A. Zito, his wife Grantor 8
 of 3934 South 1150 West, Riverdale Ogden, Weber County, Utah

No. 159:T Warranty deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed has been delivered to H. Wells Meeks,
NAME OF AGENT

R/W Agent TITLE, as escrow agent, with instructions to deliver said deed to
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor 8, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road
 Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in
 obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work,
 and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good con-
 dition as found.
 4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said
 tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction
 of the proposed highway.
 6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

Land as described in Warranty Deed No. 15-8:159:T
 Improvements located on the said tract.

7. It is mutually agreed that the salvage rights to the improvements on
 this tract are worth \$200.00, which amount is hereby deducted from this
 settlement.
 8. The Grantors are to have sixty (60) days from the approval date of this
 Contract to remove all salvage from the aforesaid tract.
 9. The Grantors agree to leave the premises in a clean, presentable condition
 and to remove all debris etc. from the premises; \$250.00 is withheld from
 this settlement to insure this. This amount will be paid after property
 has been inspected by the District Engineer.

AMOUNT

\$18,100.00
 - 200.00

APPROVAL OF CONSTRUCTION ITEMS:

By *H. E. M. Meeks*
DISTRICT ENGINEER

Total Cash Settlement \$ 17,900.00
~~\$17,900.00~~

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By *H. Wells Meeks*
RIGHT OF WAY AGENT
 By *Clarence J. Allred*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

It is understood by the parties hereto that this instrument
 is an option until approved by the Director of Highways.

Joseph Zito
Charlotte A. Zito

Approved by FEB 21 1964
 Road Commission _____ 19 _____

Clarence J. Allred
 Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of ____

PROJECT NO. I-15-8(6)334

W. Prestwich \$ 18,100.00

PARCEL NO. 159:T

Pre-negotiation appraisals

\$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way	<u>10,323</u> sq. ft.	acres at \$ <u>0.225</u>	per sq. ft.	\$ <u>2,323.00</u>
Easement	_____	acres at _____	per acre	\$ _____

2. Value of improvements taken or destroyed:

\$ 15,777.00

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ 200.00

Net Amount

\$ 17,900.00

Explain items in detail

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

H. Wells

Date 24 January 1964

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

(H)

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. Line to

Name Joseph Zito

31st St. in Ogden

Address 3934 So. 1150 West

Parcel No. 159:T

Ogden

Auth. No. 5850

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his relocation moving expenses calculated by the method checked below:

Plan A: Fixed Payment Schedule

Residences:				Apartments:			
	Maximum Payment				Maximum Payment		
1 room	\$ 40.00	6 rooms	\$140.00	1 room	\$ 25.00	6 rooms	\$ 85.00
2 rooms	55.00	7 rooms	160.00	2 rooms	35.00	7 rooms	100.00
3 rooms	75.00	8 rooms	180.00	3 rooms	45.00	8 rooms	125.00
4 rooms	100.00	9 or more		4 rooms	60.00	9 or more	
5 rooms	125.00	rooms	200.00	5 rooms	70.00	rooms	150.00

Number of Rooms 9 \$ 200.00

A compensable room must contain a minimum of seventy (70) square feet of floor space and be occupied or must contain a reasonable amount of furniture or personal property to be moved. An attic, basement room or outbuilding will be considered a room if it meets these requirements.

() Plan B: Actual Moving Expenses. As evidenced by certified invoice from a licensed mover.

If the applicant selects Plan "A", the amount of compensation shall be predetermined by the Relocation Officer by filling in the number of eligible rooms and the proper amount (dollars) in the blank space following Plan "A". In either method, the amount shall not exceed \$200.00.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I am the head of a family or household; and qualify to receive relocation moving expenses under the laws of Utah. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

May 19, 1964
Date

Joe Zito
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

MAY 27 1964
Date

O. D. Miller
Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. Line to 31st

Claimant Joe Zito

St. in Ogden

Address of Claimant 3934 So. 1150 W.

Parcel No. 159:T

Riverdale, Utah

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- (x) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. State possession of real property between State and owner.
() 3. Title to real property conveyed to State by owner.
() 4. Binding contract for purchase of real property between State and owner.
() 5. Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.

Date of removal of personal property August 13, 1964

New Address of Claimant 2062 W. 5300 South, Roy, Utah

Name and address of moving company Slef

Expenses incurred (by elected method Plan _____) \$ 200.00

Storage Expenses (See details on Form Rel. 6) \$ _____

Total Claim \$ 200.00

Amount of Claim Allowed \$ 200.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

August 14, 1964

Date

Joe Zito
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

AUG 20 1964

Date

W. Keith Miller
Relocation Officer

Date Paid _____ Voucher No. _____

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co. Line to
Parcel No. 159:T 31st St. in Ogden

THIS AGREEMENT made and entered into this 14th
day of August, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road" Commission"
and Joe Zito
, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 200.00 as reimbursement of expenses
incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.

Joe Zito

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By D. Keith Miller
Relocation Officer

By Clarence W. Allred
Administrator, Right of Way Division

Approved by
Road Commission Sept 1, 1964
Clarence W. Allred
Commission Secretary

RUTH EMMES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY *William A. Peterson*

Warranty Deed

(CONTROLLED ACCESS)

 Parcel No. 15-8:160:A
 Project No. I-15-8(6)334

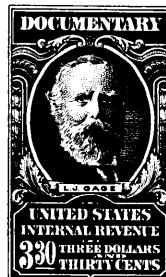
Leone Parker, a woman

of Riverdale, County of Weber, State of Utah,
 hereby conveys and warrants in fee simple to the STATE ROAD COMMISSION OF UTAH,
 Grantee for the sum of Two thousand five hundred thirty-three Dollars,
 the following described tract of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being
 part of an entire tract of property in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R.
 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SE. corner of said entire tract, which point is 1161.6
 ft. north and 996.3 ft. S. 79°30' E. from the SW. corner of said Section 6;
 thence N. 31°27' E. 206.9 ft.; thence N. 58°45' W. 106 ft., more or less, to
 a point 120.0 ft. radially distant northwesterly from the center line of said
 project; thence Southwesterly 270 ft., more or less, along the arc of an 11,579.16
 ft. radius curve to the left to the southerly boundary line of said entire
 tract (NOTE: Tangent to said curve at its point of beginning bears approximately
 S. 41°38' W.); thence S. 79°30' E. 154 ft. to the point of beginning as shown
 on the official map of said project on file in the office of the State Road
 Commission of Utah. Above described parcel of land contains 0.70 acre, more
 or less, of which 0.01 acre, more or less, is now occupied by the existing road.
 Balance 0.69 acre, more or less.

Any and all water rights pertaining to the above described land are hereby
 reserved by the grantor, and the grantee shall not be liable for any water assess-
 ments now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a
 freeway, as contemplated by Chapter 63, Laws of Utah, 1945, the grantor
 hereby release and relinquish to the grantee any and all rights or easements appurtenant to
 the grantors remaining property by reason of the location thereof with reference to said highway,
 including, without limiting the foregoing, all rights of ingress to or egress from the grantors remain-
 ing property contiguous to the lands hereby conveyed, to or from said highway. ~~EXCEPTING~~
~~and reserving to the grantor, his heirs, assigns, successors or assigns, the right of access to the nearest~~
~~highway of said highway over and across the right of way of any tract~~
~~XXXXXXXXXXXXXXXXXXXX from section XXXX which said section XXXX center XXXX point XXXXX~~
~~directly opposite Highway Engineer's Station~~

WITNESS, the hand of said grantor, this 24th day of March, A. D. 1964.

Signed in the presence of:

Leone Parker

 STATE OF UTAH } ss.
 County of Weber

On the 24th day of March, A. D. 1964, personally
 appeared before me Leone Parker, a woman
 the signer of the within instrument, who duly acknowledged to me that he executed
 the same.

My Commission expires 10-10-65

H. C. Wells
 Notary Public.

State Road Comm. 425457

1964 APR 30 PM 12 11

BOOK

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Platted ☒ Indexed ☒
 Recorded ☒ Abstracted ☒
 Compared ☒ Page ☒

RUTH EARNES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY *William H. Peterson*

WARRANTY DEED

Parcel No. 15-8:160:ST
 Project No. I-15-8(6)334

Leone Parker, a woman

grantor(s)

of Riverdale, County of Weber, State of Utah
 hereby convey(s) and warrant(s) to the State Road Commission of Utah
 for the sum of Five and no/100
 the following described tract(s) of land in Weber County, State of Utah, to-wit:

grantee
 Dollars,

A parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W.,
 S.L.M. The boundaries of said parcel of land are described as follows:

Beginning on the SW. corner of the grantors land at a point 1161.6 ft.
 north along the Section line and 797.3 ft. S. 79°30' E. from the SW. corner of
 said Section 6; thence Northeasterly 277.8 ft. along the northwesterly boundary
 line of said grantors land; thence Southeasterly 54 ft., more or less, along
 the northeasterly boundary line of said grantors land to a point 120.0 ft.
 radially distant northwesterly from the center line of a freeway known as
 Project No. 15-8; thence Southwesterly 270 ft., more or less, along the arc
 of an 11,597.16 ft. radius curve to the left to the southerly boundary line
 of the grantors land (NOTE: Tangent to said curve at its point of beginning
 bears approximately S. 41°38' W.); thence Westerly 45 ft., more or less, along
 said southerly boundary line to the point of beginning. The above described
 parcel of land contains 0.29 acre, more or less, of which 0.25 acre, more or
 less, is now occupied by the existing 1250 West Street. Balance 0.04 acre,
 more or less.

WITNESS, the hand(s) of said grantor(s), this

24th

day of

March

A. D. 19 64

Signed in the presence of:

Leone Parker

STATE OF UTAH

County of Weber

} ss.

On the 24th day of March
 appeared before me Leone Parker, a woman

A. D. 19 64 personally

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires 10-10-65

N. Wells C. Wells
 Notary public

Form R. 321 Prepared by JLB, 9-24-63

6-109

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station <u>1001+00+</u>	to Station <u>1004+00+</u>	Project No. <u>I-15-8(6)334</u>	Davis Co. Line to <u>31st St., Ogden</u>
<u>Easterly</u>	Side <u> </u> of Highway	Parcel No. <u>160:A & 160:ST</u>	<u>3860 S. 1150 W.</u>
			<u>Riverdale</u>

Date 24 March 1964 Leone Parker, a woman Grantor

of 3860 South 1150 West Street, Riverdale, Weber County, Utah
160:A &
No. 160:ST Warranty deed for a tract of land for State highway purposes

over property described in said deed has been delivered to H. Wells Meeks & Wiley E. Stewart,
NAME OF AGENT

R/W Agents , as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor , of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.
Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

- (A) Pay cash in full to the grantor for the following:
- | | AMOUNT |
|---|--------|
| Land as described in Warranty Deed No. 15-8:160:A | |
| Improvements located on the said tract. | |
| Damages to the Grantor's remaining property. | |
| Land as described in Warranty Deed No. 15-8:160:ST | |
| 7. All lighting, plumbing, heating fixtures and real property are to remain with the building. | |
| 8. The Grantor may occupy the property 60 days from the approval date of this Contract by the State Road Commission. | |
| 9. The Grantor will furnish keys to the State Road Commission. \$250.00 is being withheld until keys are delivered. | |
| 10. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands herein conveyed to or from the said Highway. | |
| 11. The Grantor warrants that all property taxes up to and including 1963 have been paid in full. | |

APPROVAL OF CONSTRUCTION ITEMS:

By
DISTRICT ENGINEER

Total Cash Settlement \$ 4,500.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

M.B.O. STATE ROAD COMMISSION OF UTAH
 Recommended for approval
By
RIGHT OF WAY AGENT
By
ADMINISTRATOR, RIGHT OF WAY DIVISION
DATE

Leone Parker

GRANTOR

Approved by APR 14 1964
Road Commission

Clarence J. Allred
Commission Secretary RIGHT OF WAY ENGINEER

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 W. Prestwich \$5.00
PARCEL NO. 160:ST Pre-negotiation appraisals \$

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:	
Right of Way <u>0.04</u>	acres at _____ per acre \$ <u>5.00</u>
Easement _____	acres at _____ per acre \$ <u> </u>
2. Value of improvements taken or destroyed:	\$ <u> </u>
3. Damages: (Proximity, severance, etc.)	\$ <u> </u>
4. Moving and/or rehabilitation of buildings and appurtenances:	\$ <u> </u>
5. Controlled access:	\$ <u> </u>
	\$ <u> </u>
	Gross Amount \$ <u>5.00</u>
6. Salvage, amount	\$ <u> </u>
	\$ <u> </u>
	Net Amount \$ <u>5.00</u>

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

H. Wells Hicks

Date 30 March 1964

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 W. Prestwich \$4,495.00
PARCEL NO. 160:A Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 20,261 sq. ft. ~~acres at \$0.125 sq. ft. per acre~~ \$2,533.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$1,722.00

3. Damages: (Proximity, severance, etc.) \$ 240.00

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$4,495.00

6. Salvage, amount \$ _____

Net Amount \$4,495.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by A. Wells

Date 30 March 1964

(12)

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

(x) Individual

Project No. I-15-8(6)334

() Family

Project Name Davis Co. Line to 31st

Name Leone Parker

St. Ogden

Address 3860 South 1150 West

Parcel No. 160:A

Riverdale

Auth. No. 5850

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his relocation moving expenses calculated by the method checked below:

Plan A: Fixed Payment Schedule

<u>Residences:</u>				<u>Apartments:</u>			
	<u>Maximum</u>				<u>Maximum</u>		
	<u>Payment</u>				<u>Payment</u>		
1 room	\$ 40.00	6 rooms	\$140.00	1 room	\$ 25.00	6 rooms	\$ 85.00
2 rooms	55.00	7 rooms	160.00	2 rooms	35.00	7 rooms	100.00
3 rooms	75.00	8 rooms	180.00	3 rooms	45.00	8 rooms	125.00
4 rooms	100.00	9 or more		4 rooms	60.00	9 or more	
5 rooms	125.00	rooms	200.00	5 rooms	70.00	rooms	150.00

Number of Rooms 6 \$ 140.00

A compensable room must contain a minimum of seventy (70) square feet of floor space and be occupied or must contain a reasonable amount of furniture or personal property to be moved. An attic, basement room or outbuilding will be considered a room if it meets these requirements.

() Plan B: Actual Moving Expenses. As evidenced by certified invoice from a licensed mover.

If the applicant selects Plan "A", the amount of compensation shall be predetermined by the Relocation Officer by filling in the number of eligible rooms and the proper amount (dollars) in the blank space following Plan "A". In either method, the amount shall not exceed \$200.00.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I am the head of a family or household; and qualify to receive relocation moving expenses under the laws of Utah. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

April 29, 1964
Date

Leone Parker
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

MAY 8 1964

Date

O. D. [Signature]
Relocation Officer

Rel. 1

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

() Individual

Project No. I-15-8(6)334

(x) Family

Project Name Davis Co. Line to

Claimant Leone Parker

31st St. in Ogden

Address of Claimant 3860 South 1150 W.

Parcel No. 160:A

Riverdale, Utah

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- (x) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. State possession of real property between State and owner.
() 3. Title to real property conveyed to State by owner.
() 4. Binding contract for purchase of real property between State and owner.
() 5. Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.

Date of removal of personal property July 2, 1964

New Address of Claimant 476 16th St., Ogden, Utah

Name and address of moving company Family

Expenses incurred (by elected method Plan _____) \$ 140.00

Storage Expenses (See details on Form Rel. 6) \$ _____

Total Claim \$ 140.00

Amount of Claim Allowed \$ 140.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

August 3, 1964

Date

Leone Parker
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

AUG 27 1964

Date

W. Keith Miller
Relocation Officer

Date Paid _____ Voucher No. _____

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co. Line to
Parcel No. 160:A 31st St. in Ogden

THIS AGREEMENT made and entered into this 3rd
day of August, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road Commission"
and Leone Parker 476 16th St., Ogden, Utah
, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 140.00 as reimbursement of expenses
incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.

X Leone Parker
476-16th St. Ogden, Id.

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By R. Keith Miller
Relocation Officer

By Charles Williams
Administrator, Right of Way Division

Approved by
Road Commission Sept. 8, 19 64

Arilla Farnsworth
Acting Commission Secretary

WARRANTY DEED

(Controlled Access)

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Eugene D. Parker*

Eugene D. Parker & Faye A. Parker, his wife

of Ogden, County of Weber, State of Utah,

hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF
no/100
UTAH, Grantee, for the sum of Eight Thousand Seven Hundred Ninety and Dollars,

the following described tract of land in Weber County, State of
Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of said entire tract which point is 1161.6 ft. north and 996.3 ft. S. 79°30' E. from the SW. corner of said Section 6; thence N. 31°27' E. 206.9 ft.; thence N. 58°45' W. 106 ft., more or less, to a point 120.0 ft. radially distant northwesterly from the center line of said project; thence Northeasterly 263 ft., more or less, along the arc of an 11,579.16 ft. radius curve to the right to the northeasterly boundary line of said entire tract (NOTE: Tangent to said curve at its point of beginning bears approximately N. 41°38'15" E.); thence S. 71°15' E. 341 ft., more or less, to a point 190.0 ft. radially distant southeasterly from the center line of said project; thence Southwesterly 480 ft., more or less, along the arc of an 11,269.16 ft. radius curve to the left to the southerly boundary line of said entire tract (NOTE: Tangent to said curve at its point of beginning bears approximately N. 43°41' E.); thence N. 79°30' W. 197 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 2.93 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated 1953, as amended, said highway to consist of inner through traffic lanes and adjacent frontage road, the grantor(s) hereby release(s) and relinquish(es) to the grantee, any and all rights or easements appurtenant to the grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed to or from said inner lanes; provided, however, that such remaining property of the grantor(s) shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at such points as may be established by public authority.

WITNESS, the hands of said grantors, this 23rd day of January, A.D. 1964.

Signed in the presence of:

STATE OF UTAH)

COUNTY OF Weber)

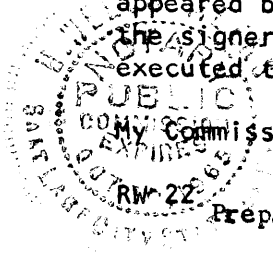
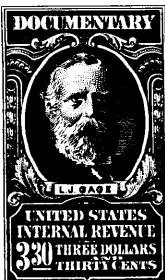
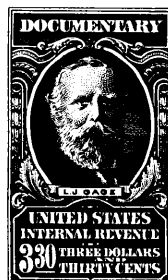
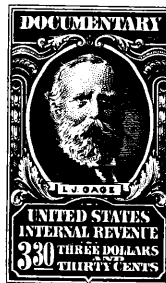
: ss.

On the 23rd day of January, A.D. 1964, personally appeared before me Eugene D. Parker & Faye A. Parker, his wife the signer of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires 10-10-65

Prepared by WLJ, 5-16-63

Notary Public



6-109

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Compared ☒ Page ☒
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ARTHUR OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

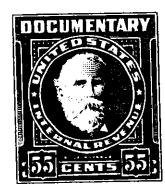
WARRANTY DEED

Parcel No. 15-8:161:S
Project No. I-15-8(6)334

Eugene D. Parker & Faye A. Parker, his wife
of Ogden, Weber County, Utah
hereby convey(s) and warrant(s) to State Road Commission of Utah
for the sum of Three Hundred Fifty Three and no/100
the following described tract(s) of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W.,
S.L.M. The boundaries of said parcel of land are described as follows:

Beginning on the Northeasterly boundary line of the grantors land at a
point 120.0 ft. perpendicularly distant northwesterly from the center line of
a freeway known as Project No. 15-8, which point is approximately 1408 ft.
north and 1169 ft. east from the SW. corner of said Section 6; thence Northwest-
erly 117 ft., more or less, along said northeasterly boundary line to the north-
westerly boundary line of said grantors land; thence Southwesterly 240.3 ft.
along said northwesterly boundary line; thence Southeasterly 91 ft., more or less,
along a southwesterly boundary line of said grantors land to a point 120.0 ft.
perpendicularly distant northwesterly from said center line; thence Northeasterly
263 ft., more or less, along the arc of an 11,579.16 ft. radius curve to the
right to the point of beginning (NOTE: Tangent to said curve at its point of
beginning bears approximately N. 41°38' E.). The above described parcel of
land contains 0.58 acre, more or less, of which 0.20 acre, more or less, is
now occupied by the existing highway. Balance 0.38 acre, more or less.



WITNESS, the hand(s) of said grantor(s), this 23rd day of
January A. D. 19 64
Signed in the presence of:

Eugene D. Parker
Faye A. Parker

STATE OF UTAH }
County of Weber } ss.

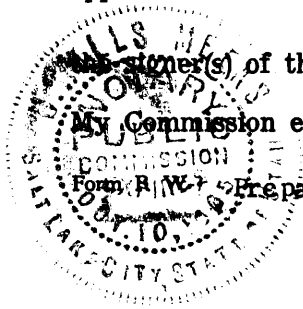
On the 23rd day of January A. D. 1964 personally
appeared before me Eugene D. Parker & Faye A. Parker, his wife

signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires 10-10-65

H. Wells [Signature]
Notary public

Form R-10-1 Prepared by BCA, 9-25-63



STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>1002*20</u>	to Station <u>1008*10</u>	Project No. <u>I-15-8(6)334</u>	Davis County line to 31st St. Ogden
		161:A,	ab 3800 S. on
Both	Side <u>S</u> of Highway	Parcel No. <u>161:S, & 161:E</u>	<u>150 W.</u>

Date 23 January 1964 Eugene D. Parker & Faye A. Parker, his wife Grantors
 of 4423 South 100 West Street, Ogden, Weber County, Utah
 No. 161:A, Easement & 161:S, & 161:E Warranty Deeds ~~XXXX~~ for a tract of land for State highway purposes

over property described in said deed have been delivered to H. Wells Meeks
NAME OF AGENT

R/W Agent TITLE, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor S, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

Land as described in Warranty Deed No. 15-8:161:A

Damages to the Grantors' remaining property.

Land as described in Warranty Deed No. 15-8:161:S

Land as described in Easement No. 15-8:161:E

(E) Furnish and install a type "A" fence between the above Engineer's Stations on the Easterly side of the Frontage Road.

7. The Grantors hereby release and relinquish all rights of ingress to and egress from the Grantors' remaining property contiguous to the lands herein conveyed to or from the said Highway; except that the Grantors shall have access to the Frontage Road wherein it abuts the Grantors' remaining property.
8. The Grantors hereby agree to pay all taxes that have been assessed against the said property.

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By *H. E. Meeks*
DISTRICT ENGINEER

Total Cash Settlement \$ 10,413.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

B
 STATE ROAD COMMISSION OF UTAH
 Recommended for approval
 By *H. Wells Meeks*
RIGHT OF WAY AGENT
 By *Clarence Williams*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Eugene D. Parker
Faye A. Parker

Approved by MAR 20 1964
 Road Commission 19

Avilla Farnsworth
 Acting Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 W. Prestwich \$10,413.00
PARCEL NO. 161:A & 161:E Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired: 0.38 (161:S)			
Right of Way <u>2.93 (161:A)</u>	acres at	\$3,000.00	per acre \$ <u>353.00</u>
Easement <u>0.16</u>	acres at	\$3,000.00	per acre \$ <u>480.00</u>
2. Value of improvements taken or destroyed:			\$ _____
3. Damages: (Proximity, severance, etc.)			\$ <u>790.00</u>
4. Moving and/or rehabilitation of buildings and appurtenances:			\$ _____
5. Controlled access:			\$ _____
			\$ _____
	Gross Amount		\$ _____
6. Salvage, amount			\$ _____
			\$ _____
	Net Amount		\$10,413.00

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *H. Wells*

Date 24 January 1964

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BOOK 798 PAGE 487

 RUTH EAMES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY *William R. Jensen*

Warranty Deed

 Parcel No. 15-8:162:A
 Project No. 1-15-8(6)334

(CONTROLLED ACCESS)

Gary W. Rasmussen & Anna Mae Rasmussen, his wife, &
 El Clair Rasmussen & Kathryn Rasmussen, his wife
 of Ogden, County of Weber, State of Utah
 hereby convey and warrant in fee simple to the STATE ROAD COMMISSION OF
 UTAH, Grantee, for the sum of
 Twelve Thousand Eight Hundred & Ten & No/100 Dollars, the following
 described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being
 part of an entire tract of property in the N $\frac{1}{2}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
 6, T. 5 N. R. 1 W., S.L.M. The boundaries of said parcel of land are des-
 cribed as follows:

Beginning on the north boundary line of said entire tract at a point 190.0
 ft. perpendicularly distant southeasterly from the center line of said project
 which point is approximately 1837 ft. north and 647 ft. west from the S $\frac{1}{4}$ corner
 of said Section 6; thence S. 44°39' W. 517 ft., more or less, to a point of
 tangency with an 11,269.16 ft. radius curve to the left opposite Engineer
 Station 1010+08.50; thence Southwesterly 203 ft., more or less, along the arc
 of said curve to a southerly boundary line of said entire tract; thence West-
 erly 343 ft., more or less, along said southerly boundary line to a point
 120.0 ft. radially distant northwesterly from said center line; thence North-
 easterly 345 ft., more or less, along the arc of an 11,579.16 ft. radius curve
 to the right to a point opposite Engineer Station 1010+08.50 (NOTE: Tangent
 to said curve at its point of beginning bears approximately N. 42°57' E.);
 thence N. 12°11' E. 153 ft., more or less, to said north boundary line; thence
 East 550 ft., more or less, along said north boundary line to the point of
 beginning as shown on the official map of said project on file in the office
 of the State Road Commission of Utah. Above described parcel of land contains
 4.69 acres, more or less, of which 0.42 acres, more or less, is now occupied
 by 1200 West Street in Riverdale. Balance 4.27 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
 reserved by the grantor, and the grantee shall not be liable for any water
 assessments now due or which shall become due.

To enable the Grantee to construct and maintain a public highway as a freeway
 as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953,
 as amended, said highway to consist of inner through traffic lanes and adjacent frontage road, the
 Grantor hereby release and relinquish to the Grantee, any and all rights or easements appurtenant
 to the Grantor remaining property by reason of the location thereof with reference to said highway,
 including, without limiting the foregoing, all rights of ingress to or egress from the Grantor remaining
 property contiguous to the lands hereby conveyed to or from said inner lanes; provided, however, that
 such remaining property of the Grantor shall abut upon and have access to said frontage road which
 will be connected with said inner through traffic lanes only at such points as may be established by public
 authority.

WITNESS, the hands of said grantors, this
 February, A. D. 1965.

Signed in the presence of:

STATE OF Utah

COUNTY OF Weber

ss.

On the 4th day of February, A. D. 1965, personally appeared before
 me Gary W. Rasmussen & Anna Mae Rasmussen, his wife and
 El Clair Rasmussen & Kathryn Rasmussen, his wife, the signers of the
 within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 1/19/66

Notary Public



RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William E. Peterson*

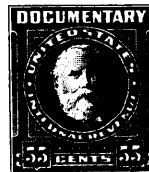
Warranty Deed

Parcel No. 15-8:162:S
Project No. 1-15-8(6)334

Gary W. Rasmussen & Anna Mae Rasmussen, his wife, &
F. Clair Rasmussen & Kathryn Rasmussen, his wife, Grantors,
of Ogden County of Weber State of Utah
hereby convey and warrant to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Four Hundred & Thirty-Two and No/100 Dollars,
the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the $N\frac{1}{2}SW\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W.,
S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a SW. corner of the grantors land at a point 673.2 ft. north,
1287.7 ft. N. $79^{\circ} 30' W.$, 418 ft. N. $28^{\circ} 30' E.$, and 524.3 ft. N. $71^{\circ} 15' W.$
from the $S\frac{1}{4}$ corner of said Section 6; thence S. $71^{\circ} 15' E.$ 95 ft., more or
less, to a point 120.0 ft. radially distant northwesterly from the center line
of a freeway known as Project No. 15-8; thence Northeasterly 346 ft., more or
less, along the arc of an 11,679.16 ft. radius curve to the right to a point
opposite Engineer Station 1010+08.5 (Note: Tangent to said curve at its point
of beginning bears approximately N. $42^{\circ} 57' E.$); thence N. $12^{\circ} 11' E.$ 153 ft.,
more or less, to the north boundary line of the grantors land; thence West 68
ft., more or less, along said north boundary line to the northwesterly boundary
line of the grantors land; thence S. $38^{\circ} 15' W.$ 470 ft., more or less, along
said northwesterly boundary line to the point of beginning. The above described
parcel of land contains 1.12 acres, more or less, of which 0.16 acre, more or
less, is now occupied by the existing 1250 West Street. Balance 0.96 acre,
more or less.



WITNESS, the hand s of said Grantors, this
February, A. D. 19 65.

Signed in the presence of:

STATE OF Utah)
) ss.
County of Weber)

On the 4th day of February, A. D. 19 65, personally
appeared before me Gary W. Rasmussen & Anna Mae Rasmussen, his wife, &
F. Clair Rasmussen & Kathryn Rasmussen, his wife

the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 1/19/66

London S. Wood
Notary Public

1965 FEB 25 AM 11 44

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

EASEMENT

Parcel No. 15-8:162:E
Project No. 1-15-8(6)334

Gary W. Rasmussen & Anna Mae Rasmussen, his wife, &
F. Clair Rasmussen & Kathryn Rasmussen, his wife, Grantee,
of Ogden, County of Weber, State of Utah,
hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Six Hundred & No/100 Dollars,
an easement upon part of an entire tract of property in the E $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
6, T. 5 N., R. 1 W., S.L.M. in Weber County, Utah, for the purpose of con-
structing thereon an irrigation facility and appurtenant parts thereof inci-
dent to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 15.0 ft. wide, adjoining
southeasterly the southeasterly right of way line of a frontage road for
a freeway known as Project No. 15-8. Said southeasterly right of way line is
described as follows:

Beginning on said southeasterly right of way line at a point opposite
Engineer Station 1014+00, which point is approximately 1717 ft. north and
735 ft. west from the S $\frac{1}{4}$ corner of said Section 6; thence S. 44° 39' W. 392
ft., more or less, to a point of tangency with an 11,269.16 ft. radius curve
to the left opposite Engineer Station 1010+08.50; thence Southwesterly 203
ft., more or less, along the arc of said curve to a southerly boundary line
of said entire tract. The above described parcel of land contains 0.20 acre,
more or less.

After said irrigation facility is constructed on above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said irriga-
tion facility or appurtenant parts thereof.

WITNESS, the hand of said Grantor s, this 4th day of
February, A. D. 1965.

Signed in the presence of:

[Signature: Gary W. Rasmussen]
[Signature: Anna Mae Rasmussen]
[Signature: Kathryn Rasmussen]
[Signature: F. Clair Rasmussen]

STATE OF UTAH

County of Weber

On the 4th day of February, A. D. 1965, personally appeared before
Gary W. Rasmussen & Anna Mae Rasmussen, his wife, the signer of the within instrument,
& F. Clair Rasmussen & Kathryn Rasmussen, his wife, who duly acknowledged to me that they executed the same.

My Commission expires: 1/19/66

Notary Public

Utah State Highway
State Office Bldg.
S. R. C. 89114

75

Consent to Easement

Parcel No. 162:EL
Project No. 1-15-8(6)334

COMMERCIAL SECURITY BANK, a Corporation of Ogden Utah

hereby consents to EASEMENT, granted to the State Road Commission of Utah, for the sum of One & No/100 Dollars, upon part of an entire tract of property in the E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 6 T 5 N R 1 W, S.L.M. in Weber County, Utah, for the purpose of constructing thereon an Irrigation Facility and appurtenant parts thereof incident to the construction of a Freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 15.0 feet wide, adjoining Southeasterly the Southeasterly right of way line of a frontage road for a freeway known as Project No. 15-8. Said Southeasterly right of way line is described as follows:

Beginning on said southeasterly right of way line at a point opposite Engineer Station 1014+00, which point is approximately 1717 ft. North and 735 ft. West from the S $\frac{1}{4}$ corner of said Section 6; Thence S. 44° 39' West 392 feet, more or less, to a point of tangency with an 11,269.16 ft radius curve to the left opposite Engineer Station 1010+08.50; thence Southwesterly 203 ft, more or less, along the arc of said curve to a southerly boundary line of said entire tract. The above described parcel of land contains 0.20 acre, more or less.

After said irrigation facility is constructed on above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenace charges which may accrue against said Irrigation facility or appurtenant parts thereof.

IN WITNESS WHEREOF, the said Commercial Security Bank has caused these presents to be executed by its Vice-President by virtue of a resolution of its Board of Directors, and its corporate seal to be hereto attached.



COMMERCIAL SECURITY BANK

By Gordon Belnap
Vice-President

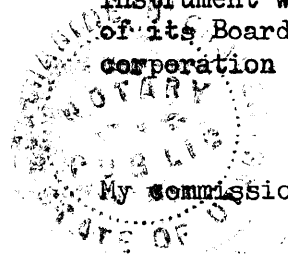
Attest:
W. Earl Lane
Ass't Cashier

STATE OF UTAH)
COUNTY OF WEBER) ss

On the 4th day of February 1965, personally appeared before me Gordon Belnap, who being first duly sworn by me did say That he is the Vice-President of the Commercial Security Bank, a corporation; that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Gordon Belnap acknowledged to me that said corporation executed the same.

Leah Ann H. Hansen

My commission expires April 17 1967



445190

76 Fee

FILED AND RECORDED FOR
State Road Commission
1965 FEB 25 AM 11 43

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Compared ☒ Page ☒

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY William H. Peterson

PARTIAL RELEASE OF MORTGAGE

Parcel No. 162:AL & 162:LS

Project No. 1-15-8(6)334

THIS INDENTURE, made this 4th day of February, 1965, between
 COMMERCIAL SECURITY BANK, of Ogden, Utah, a banking corporation organized and existing
 under and by virtue of the banking laws of the State of Utah, first party, and F. Clair Rasmussen and
Kathryn Rasmussen, husband and wife and Gary W. Rasmussen and Anna Mae Rasmussen, husband
and wife of Ogden, Utah,
 second party, WITNESSETH:

WHEREAS, said second party, by a certain mortgage bearing date of the 5th day
 of April, 1961, and recorded in Book 674 of Records of Mortgages on page 557-558
 in the office of the County Recorder of Weber County, State of Utah, on the
5th day of April, 1961, did, for the consideration and purposes therein
 mentioned, mortgage certain property therein described; and,

WHEREAS, the said second party has on this date paid to the first party, the owner and
 holder of said mortgage, the sum of \$17,510.00, lawful money of the United States, as a
 payment by such mortgage:

described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being
 part of an entire tract of property in the N $\frac{1}{2}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
 6, T. 5 N. R. 1 W., S.L.M. The boundaries of said parcel of land are des-
 cribed as follows:

Beginning on the north boundary line of said entire tract at a point 190.0
 ft. perpendicularly distant southeasterly from the center line of said project
 which point is approximately 1837 ft. north and 647 ft. west from the S $\frac{1}{4}$ corner
 of said Section 6; thence S. 44°39' W. 517 ft., more or less, to a point of
 tangency with an 11,269.16 ft. radius curve to the left opposite Engineer
 Station 1010+08.50; thence Southwesterly 203 ft., more or less, along the arc
 of said curve to a southerly boundary line of said entire tract; thence West-
 erly 343 ft., more or less, along said southerly boundary line to a point
 120.0 ft. radially distant northwesterly from said center line; thence North-
 easterly 345 ft., more or less, along the arc of an 11,579.16 ft. radius curve
 to the right to a point opposite Engineer Station 1010+08.50 (NOTE: Tangent
 to said curve at its point of beginning bears approximately N. 42°57' E.);
 thence N. 12°11' E. 153 ft., more or less, (to said north boundary line; thence
 East 550 ft., more or less, along said north boundary line to the point of
 beginning as shown on the official map of said project on file in the office
 of the State Road Commission of Utah. Above described parcel of land contains
 4.69 acres, more or less, of which 0.42 acres, more or less, is now occupied
 by 200 West Street in Riverdale. Balance 4.27 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
 reserved by the grantor, and the grantee shall not be liable for any water
 assessments now due or which shall become due.

ATTEST

Ass't

Cashier

By

Vice-President

STATE OF UTAH

ss

COUNTY OF WEBER

On the 4th day of February, 1965, personally appeared before
 me Gordon Belnap, who being first duly sworn by me did say: That he is
 the Vice-President of the Commercial Security Bank, a corporation; that said in-
 strument was signed on behalf of said corporation by authority of a resolution of its Board of
 Directors, and said Gordon Belnap acknowledged to me that said corporation executed
 the same.

Catharine H. H. H.
 Notary Public
 Residing at Ogden, Utah

My commission expires April 17 1967

BOOK 799 PAGE 373

(11) DT 269 5307700

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station 1075 to Station L = Project No. I-15-8(6)334 Davis-Weber County Line to 31st St., Ogden
Easterly Side of Highway Parcel No. 162:A, 162:S
& 162:E at 1250 W. & N. of 4150 S.

Date 15 December 1964 Gary W. Rasmussen & Anna Mae Rasmussen, his wife
F. Clair Rasmussen & Kathryn Rasmussen, his wife Grantors

of 1538 26th Street, Ogden, Weber County, Utah
162:A, 162:S Easement &
No. & 162:E Warranty Deeds deed for a tract of land for State highway purposes

over property described in said deed will be delivered to H. Wells Meeks
NAME OF AGENT

Right of Way Agent as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor S, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

E 4-2651
Mortgage: Commercial Security Bank, 25th & Washington Streets, Ogden, Utah

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

Land as described in Warranty Deed No. 15-8:162:A

Damages to the Grantors' remaining property

Land as described in Warranty Deed No. 15-8:162:S

Land as described in Easement No. 15-8:162:E

Interest from 1 June 1964 (Order of Occupancy date)

7. The Grantors hereby release and relinquish all rights of ingress to and egress from the Grantors' remaining property contiguous to the lands herein conveyed to or from the said Highway: EXCEPTING that the Grantors shall have access to the Frontage Road wherein it abuts the Grantors' remaining property.

8. The Grantors hereby agree to pay all taxes that have been assessed against the said property.

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 17,510.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By A. Wells Meeks
RIGHT OF WAY AGENT

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by Jan. 13, 1965
Road Commission

Clarence J. Allred
Commission Secretary
RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

F. Clair Rasmussen
Kathryn Rasmussen
Gary W. Rasmussen
Anna Mae Rasmussen

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N. Smith \$ 16,568.00
PARCEL NO. 162:A & 162:E Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 12,810.00
Easement _____ acres at _____ per acre \$ 600.00

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ 3,158.00

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 16,568.00

6. ~~Salvage amount~~ Interest at 6% from 1 June 1964 \$ 510.00

Net Amount \$ 17,078.00

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by H. Wells

Date 21 December 1964

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 N. Smith \$ 432.00
PARCEL NO. 162:S Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

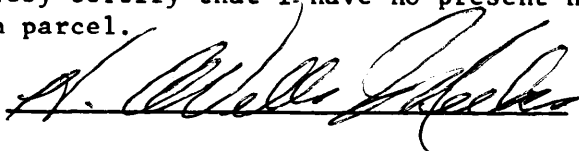
1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 432.00
Easement _____ acres at _____ per acre \$ _____
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 432.00

Explain items in detail

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date 21 December 1964

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT IN AND FOR
WEBER COUNTY STATE OF UTAH

STATE OF UTAH, by and through :
its ROAD COMMISSION,

Plaintiff,

-VS-

F. CLAIR RASMUSSEN and KATHRYN
RASMUSSEN, his wife, et al.

* * * *

BENJAMIN HOLLEY and KATHERINE
HOLLEY, his wife,

Defendants.

ORDER OF

IMMEDIATE OCCUPANCY

Civil No. 42042

Project No. I-15-8(6)334

162

The plaintiff's motion for an Order of Immediate Occupancy having come on regularly for hearing before the above entitled Court on the 1st day of June, 1964 at 10:00 A.M., and it having been shown to the satisfaction of said Court that notice of such motion has been given to the defendants above named in the manner prescribed by law; and the Court having heard the evidence offered by the plaintiff in support of such motion, and having determined 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 premises is necessary and proper.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the plaintiff be, and it is hereby permitted and authroized to occupy the premises belonging to the defendants above named, which premises

MAY 32 11 22 AM '64

WENDELL H. HARRIS, CO-CLERK

FILED BY

DEPUTY

ENTRY NO.

9064

are sought for highway purposes or concerning which premises, easements or other rights for highway purposes are sought, all such property easements or other rights as required by the plaintiff herein, and the property belonging to the defendants as affected thereby being particularly set out and described in the Complaint on file in this action, and the plaintiff is hereby permitted to take immediate possession of said properties of said defendants as required and as described and as set out in plaintiff's Complaint and to continue the possession of the same pending further hearing and trial upon 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 and according to the nature thereof.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing upon the issues presented, the plaintiff shall protect any private drains now crossing the proposed highway right of way, and further, 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 highway 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 AND ADJUDGED that pending further hearing and trial upon the issues that may be presented in this action, and subject to the conditions herein set forth, the defendants and their agents, servants and employees be and they are hereby restrained and enjoined from hindering or interfering with the plaintiff, or any of the agents, employees or contractors of the plaintiff in the occupation of the said premises required by plaintiff, as

particularly described and set forth in plaintiff's Complaint, or in the doing of such work thereon as may be required for the purposes for which it is sought to condemn the said property, as set forth in said Complaint.

Dated this 1st day of June, 1964.

15/ Charles G. Cowley
DISTRICT JUDGE

A. PRATT KESLER
Attorney General

ROBERT S. CAMPBELL, JR.
Special Assistant Attorney General

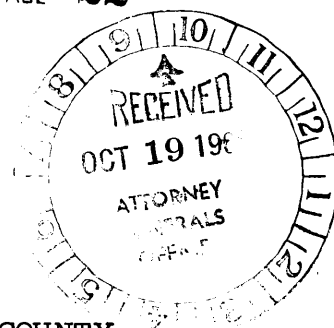
Attorneys for Plaintiff
236 State Capitol
Salt Lake City, Utah

STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE.
DATED THIS 1 DAY OF June 1964
WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST COURT
BY Donna Adam DEPUTY

FILED AND RECORDED FOR

1966 NOV 2 AM 11 46

NUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY

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IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

STATE OF UTAH

STATE OF UTAH, by and through :
 its ROAD COMMISSION,

Plaintiff,

FINAL ORDER OF CONDEMNATION

-vs-

Civil No. 42042

F. CLAIR RASMUSSEN, et al., :

* * * * *

Project No. I-15-8(6)334

HOLLEY READY MIX COMPANY, a :

Parcel Nos. 163:A, 164:A

Utah corporation; BLAKE J.

HOLLEY and KATHLEEN HOLLEY, :

Total Payment: \$30,554.68

his wife; BENJAMIN HOLLEY and

KATHERINE HOLLEY, his wife, :

Defendants. :

It appearing to the court and the court now finds that
 heretofore, on the 15th day of November, 1965, this court made
 and entered its judgment in the above-entitled proceeding, and
 said judgment is hereby referred to; and

It appearing to the court and the court now finds that
 pursuant to the law and the said judgment the plaintiff did pay
 said judgment to the defendants herein, together with all interest
 required by said judgment to be paid; and

It further appearing to the court that the plaintiff
 has made all payments as required by law and order of this court,
 and that this is not a case where any bond was required to be
 given, and all and singular the law in the premises being given
 by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the
 parcels of land hereinafter described are hereby taken and
 condemned in fee simple title for the purpose described and
 set forth in the plaintiff's complaint, i.e., for the use of
 the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this Final Order of Condemnation be filed with the County Recorder of Weber County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

RECORDED OWNERS: Holley Company
 ADDRESS: P.O. Box 1405, Ogden, Utah
 LIEN HOLDERS: None
 Parcel No. 15-8:163:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 245.0 ft. perpendicularly distant northwesterly from the center line of said project at Engineer Station 1012+05, which point is approximately 1912 ft. north and 1174 ft. west from the S $\frac{1}{4}$ corner of said Section 6; thence S. 12°11' W. 82 ft., more or less, to the south boundary line of said entire tract; thence East 550 ft. more or less, to a point 190.0 ft. perpendicularly distant southeasterly from said center line; thence N. 44°39' E. 97 ft., more or less, to the east boundary line of said entire tract; thence North 7 ft., more or less, along said east line to the north boundary line of said entire tract; thence West 604 ft., more or less, along said north line to a point N. 38°49' E. from the point of beginning; thence S. 38°49' W. 2 ft., more or less, to the point of beginning. The above described parcel of land contains 1.07 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights or ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

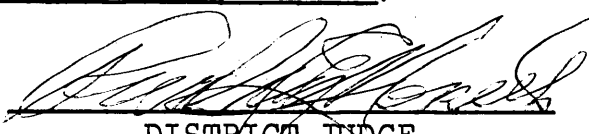
RECORDED OWNERS: Blake J. Holley and Kathleen Holley, his wife
 ADDRESS: P.O. Box 1405, 806 Ben Lomond Ave., Ogden, Utah
 RECORDED OWNERS: Benjamin Holley and Katherine Holley, his wife
 ADDRESS: P.O. Box 1405, Ogden, Utah
 LIEN HOLDERS: None
 Parcel No. 15-8:164:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in Blocks 24, 29, 30 Lawndale Addition and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 270.0 ft. perpendicularly distant northwesterly from the center line of said project at Engineer Station 1020+50.0, which point is approximately 589 ft. west and 117 ft. south from the NE. corner of the SW $\frac{1}{4}$ of said Section 6; thence S. 44°39' W. 410 ft., more or less, to the center of vacated Colorado Avenue, Lawndale Addition; thence South 127 ft., more or less, to the center of vacated Aspen Avenue, Lawndale Addition; thence West 130 ft., more or less, to a point 270.0 ft. perpendicularly distant northwesterly from said center line; thence S. 44°39' W. 22 ft., more or less, to a point opposite Engineer Station 1014+50.0; thence S. 38°49' W. 244 ft., more or less, to the southerly boundary line of said entire tract; thence East 604 ft., more or less, to a point 4 ft. east from the SE. corner of said Block 30; thence North 640 ft., more or less, to a point N. 62°55' E. from the point of beginning; thence S. 62°55' W. 28 ft., more or less, to the point of beginning. The above described parcel of land contains 4.53 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

Dated this 17 day of October, 1966.

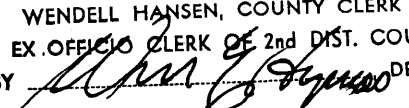

 DISTRICT JUDGE

CHARLES M. PICKETT
 Assistant Attorney General
 Attorney for Plaintiff
 236 State Capitol
 Salt Lake City, Utah 84114

File No. 3407

STATE OF UTAH } ss:
 COUNTY OF WEBER

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
 OF THE ORIGINAL ON FILE IN MY OFFICE
 DATED THIS 18th DAY OF Oct, 1966

WENDELL HANSEN, COUNTY CLERK &
 EX OFFICIO CLERK OF 2nd DIST. COURT
 BY  DEPUTY

6-108 & 110

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT IN AND FOR
WEBER COUNTY STATE OF UTAH

STATE OF UTAH, by and through :
its ROAD COMMISSION, :

Plaintiff, :

-vs- :

F. CLAIR RASMUSSEN and KATHRYN :
RASMUSSEN, his wife; GARY WAYNE :
RASMUSSEN and ANNA MAE RASMUSSEN, :
his wife; COMMERCIAL SECURITY :
BANK, a Utah corporation; HOLLEY :
READY MIX COMPANY, a Utah cor- :
poration; BLAKE J. HOLLEY and :
KATHLEEN HOLLEY, his wife; :
BENJAMIN HOLLEY and KATHERINE :
HOLLEY, his wife; and THE :
MARQUARDT CORPORATION, a Utah :
corporation, :

Defendants. :

ORDER OF

IMMEDIATE OCCUPANCY

Civil No. 42042

Project No. I-15-8(6)334
Parcels 162:A, 162:E, 163:A, 164:A, 178:A

The plaintiff's motion for an Order of Immediate Occupancy having come on regularly for hearing before the above entitled Court on the 18th day of May, 1964, at 10:00 A.M., and it having been shown to the satisfaction of said Court that notice of such motion has been given to the defendants above named in the manner prescribed by law; and the Court having heard the evidence offered by the plaintiff in support of such motion, and having determined 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 premises is necessary and proper.

MAY 32 11 23 AM '64
RECEIVED
FILED BY [Signature]
CLERK
ENTRY NO. 9265

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the plaintiff be, and it is hereby permitted and authorized to occupy the premises belonging to the defendants above named, which premises are sought for highway purposes or concerning which premises, easements or other rights for highway purposes are sought, all such property easements or other rights as required by the plaintiff herein, and the property belonging to the defendants as affected thereby being particularly set out and described in the Complaint on file in this action, and the plaintiff is hereby permitted to take immediate possession of said properties of said defendants as required and as described and as set out in plaintiff's Complaint and to continue the possession of the same pending further hearing and trial upon 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 and according to the nature thereof.

IT IS FURTHER ORDERED that during construction of the project and pending the hearing upon the issues presented, the plaintiff shall protect any private drains now crossing the proposed highway right of way, and further, 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 highway 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 AND ADJUDGED that pending further hearing and trial upon the issues that may be presented in this action, and subject to the conditions herein set forth, the defendants and their agents, servants and employees be and they are hereby re-

strained and enjoined from hindering or interfering with the plaintiff, or any of the agents, employees or contractors of the plaintiff in the occupation of the said premises required by plaintiff, as particularly described and set forth in plaintiff's Complaint, or in the doing of such work thereon as may be required for the purposes for which it is sought to condemn the said property, as set forth in said Complaint.

Dated this 18th day of May, 1964.

/s/ Charles G. Cowley
DISTRICT JUDGE

A. PRATT KESLER
Attorney General

ROBERT S. CAMPBELL, JR.
Special Assistant Attorney General

Attorneys for Plaintiff
236 State Capitol
Salt Lake City, Utah

STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL ON FILE IN MY OFFICE
DATED THIS 1 DAY OF June 1964
WENDELL HANSEN, COUNTY CLERK &
EX OFFICIO CLERK OF 2nd DIST COURT
BY Donna Adam DEPUTY

669238

C. D. No.

52916

FILED AND RECORDED FOR

1976 JUN 30 PM 1 34

RUTH EAMES OLSEN
WEBER COUNTY CLERK
DEPUTY**Quit Claim Deed**(CONTROLLED ACCESS)
(Corporation)Parcel No. 15-8:165:A
Project No. I-15-8(6)334
(05-149-0005)

05-149-0011

Platted ☒ Indexed ☒Photocopied ☐ Card File ☐Microfilmed ☒ Abstracted ☐

Union Pacific Railroad Company, Grantor,
a corporation of the State of Utah, hereby QUIT CLAIMS
to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, for the sum of Fifty -
three and no/100 (\$53.00) Dollars, the following described parcel
of land in Weber County, State of Utah, to-wit:

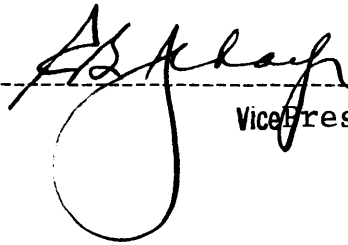
A parcel of land in fee for a freeway known as Project No. 15-8, being part
of an entire tract of property in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and Block 23 Lawndale Addition all
in Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are
described as follows:

Beginning on the center line of vacated Aspen Ave., Lawndale Addition at a
point 270.0 ft. perpendicularly distant northwesterly from the center line of said
project, which point is approximately 1027 ft. west and 552 ft. south from the
NE corner of the SW $\frac{1}{4}$ of said Section 6; thence East 130 ft., more or less, to the
center of vacated Colorado Ave., Lawndale Addition; thence North 127 ft., more or
less, to a point 270.0 ft. perpendicularly distant northwesterly from said center
line; thence S. 44°39' W. 180 ft., more or less, 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. Above described parcel of land contains 0.19 acre,
more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water
assessments now due or which shall become due.

"Excepting therefrom any portion thereof lying northwesterly of a straight
line parallel with and 105 feet distant southeasterly, measured at right angles,
from the center line of the main track of the Hill Field Branch of the Union
Pacific Railroad Company, as constructed and operated."

To enable the Grantee to construct and maintain a public highway as a freeway,
as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953,
as amended, the Grantor hereby releases and relinquishes to the Grantee any and
all rights or easements appurtenant to the Grantors remaining property by reason
of the location thereof with reference to said highway, including, without limiting
the foregoing, all rights of ingress to or egress from the Grantors remaining
property contiguous to the lands hereby conveyed, to or from said highway.

IN WITNESS WHEREOF, the said Union Pacific Railroad Companyhas caused this instrument to be executed by its proper officers thereunto duly authorized, this 5thday of March, A. D. 19 76.Union Pacific Railroad Company

Vice President

STATE OF Nebraska)

) ss.

COUNTY OF Douglas)

On this 8th day of March, A. D. 19 76, personally
 appeared before me, C. B. Schaefer, who, being by
 me duly sworn id that he is Vice President of

UNION PACIFIC RAILROAD COMPANY

a corporation, and that the within and foregoing instrument was signed
 in behalf of said corporation by authority of its Board of Directors

and the said C. B. Schaefer 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: September 23, 1977Marvin E. Thomas
Notary Public

1976 JUN 30 PM 1 34

Parcel No. 15-8:165:ST

Project No. 1-15-8(6)334

05-149-0005

Platted ☒ Indexed ☒Photocopied ☐ Card File ☐Microfilmed ☒ Abstracted ☐RUTH EAMES OLSEN
WEBER COUNTY CLERK
DEPUTY**Quit Claim Deed**

(CORPORATION)

Union Pacific Railroad Company

a corporation of

the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF
TRANSPORTATION, Grantee, for the sum of SEVENTEEN and no/100

(\$17.00)

Dollars, the following described

parcel of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Block 23, Lawndale Addition all in Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning on the center line of vacated Aspen Avenue, Lawndale Addition at a point 270.0 ft. perpendicularly distant northwesterly from the center line of a freeway known as Project No. 15-8, which point is approximately 1027 ft. west and 552 ft. south from the NE corner of the SW $\frac{1}{4}$ of said Section 6; thence West 5 ft., more or less, to the southeasterly right of way line of the Hill Field Branch of the U.P.R.R.; thence Northeasterly 213 ft., more or less, along said southeasterly right of way line to the center line of vacated Colorado Avenue; thence South 37 ft., more or less, along said center line to a point 270.0 ft. perpendicularly distant northwesterly from the center line of said Project; thence S. 44°39' W. 180 ft., more or less, to the point of beginning. The above described parcel of land contains 0.06 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

"Excepting therefrom any portion thereof lying northwesterly of a straight line parallel with and 105 feet distant southeasterly, measured at right angles, from the center line of the main track of the Hill Field Branch of the Union Pacific Railroad Company, as constructed and operated."

IN WITNESS WHEREOF, the said Union Pacific Railroad Companyhas caused this instrument to be executed by its proper officers thereunto duly authorized, this 5th day of March, A.D. 19 76.Union Pacific Railroad CompanyVice PresidentSTATE OF Nebraska)
) ss.
COUNTY OF Douglas)On this 8th day of March, A.D. 19 76, personally appeared before me, C. E. Schaefer, who, being by me duly sworn sa id that he is Vice President ofUnion Pacific Railroad Company, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by its Board of Directorsand the said C. E. Schaefer acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal this day and year in this certificate first above written.

My Commission expires:

Marvin E. Thomas
Notary Public

RIGHT OF WAY CONTRACT

Commission of UTAH
to Station _____ Project No. I-15-8(6)334 Davis Co. Line - 31st
Side _____ of Highway Parcel No. 165:A, 165:ST about 3600 So. Riverdal.
Union Pacific Railroad Company Grantor
Date MAR - 5 1976

of 1416 Dodge Street, Omaha, Nebraska 68179
No. 165:A, 165:ST Quit Claim
over property described in said deed will be delivered to Anthony R. Rudelich
deed for a tract of land for State highway purposes

Condemnation Agent
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.
IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.
2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Land as described in Quit Claim Deeds 165:A, 165:ST

AMOUNT
\$70.00

APPROVAL OF CONSTRUCTION ITEMS:

By _____ DISTRICT ENGINEER

Total Cash Settlement

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above

STATE ROAD COMMISSION OF UTAH
Recommended for approval
By Anthony R. Rudelich
RIGHT OF WAY ACQUISITION AGENT
By _____ CHIEF, RIGHT OF WAY DIVISION
DATE 4-5-76

Approved by
Road Commission
April 6 1976
Gerald A. Seunley

It is understood by the parties
is an option until approved
UNION PACIFIC RAILROAD
By _____

UTAH DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of 1

PROJECT NO. I-15-8 (6) 334

PARCEL No. 165:A & 165:ST

Holbrook
Pre-negotiation appraisals

\$ 70.00

\$

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:			
Right of Way	<u>.19</u>	acres at <u>\$275.40</u>	per acre
Easement		acres at <u> </u>	per acre
ST Parcel	<u>.06</u>	<u>\$275.40</u>	
2. Value of Improvements taken or destroyed:			\$ <u>52.33</u>
3. Damages: (Proximity, severance, etc.)			\$ <u> </u>
4. Moving and/or rehabilitation of buildings and appurtenances:			\$ <u> </u>
5. Controlled access:			\$ <u> </u>
6. Salvage, amount			\$ <u> </u>
		Gross Amount	\$ <u>16.85 70.00</u>
		Net Amount	\$ <u>70.00</u>

Explain items in detail

The above parcel of land was vacant, with highest and best use as Industrial/ Residential, zoned A-1, without improvements.

I hereby certify that (1) the written agreement secured (Right of Way Contract) embodies all of the considerations agreed upon between the negotiator and the property owner; (2) the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party; (3) that the parcel(s) are to be secured for use in connection with a Federal-aid highway project; and (4) I have no direct or indirect present or contemplated future personal interest in the parcel(s) or in any benefit from the acquisition of such property.

Signed by Anthony S. Rudelish

Date March 23, 1976

429698

1964 JUL 3 AM 11 09

BOOK 778 PAGE 269

FOLLOWS 588 D
 Started ☒ Indexed ☒
 Recorded ☒ Abstracted ☒
 Compared ☒ Page ☒

QUIT CLAIM DEED

Parcel No. 15-8:165B:T

Project No. 1-15-8(6)334

RUTH LAMES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY

(City)

OGDEN CITY

, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Thirty-six and no/100ths Dollars the following described tract of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and in Lots 17 and 18 of Block 18, Lawndale Addition, all in Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the south line of the NW $\frac{1}{4}$ of said Section 6 and an easterly boundary line of said Lawndale Addition, which point is approximately 582 ft. west from the center of said Section 6; thence Easterly 38 ft., more or less, along said south line to the center line of vacated Washington Avenue; thence Northerly 80 ft., more or less, along said center line to the southeasterly right of way line of the U.P.R.R.; thence Southwesterly 195 ft., more or less, along said southeasterly right of way line to the center line of vacated Manitou Avenue; thence Easterly 72 ft., more or less, along said center line to said easterly boundary line of said Lawndale Addition; thence Northerly 80 ft., more or less, along said easterly boundary line to the point of beginning. The above described parcel of land contains 0.13 acre, more or less.

I, WITNESS WHEREOF, the said OGDEN CITY has caused this instrument to be executed by its proper officers thereunto duly authorized, this 17th day of April, A. D. 19 64.

ATTEST:

Mary E. Smith
 City Recorder
 STATE OF UTAH)
 : ss.
 COUNTY OF WEBER)

OGDEN CITY

By Samuel B. Hood
CITY MANAGER

On this 17th day of April, A. D. 19 64, personally appeared before me, SAMUEL B. HOOD and Mary E. Smith, who, being by me duly sworn ~~xxxxxxxxxxxxxxxx~~ did say that they are the City Manager and City Recorder respectively, of Ogden City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said city by authority of a resolution adopted at a regular meeting of the Council of Ogden City held on the 16th day of April, A. D. 1964, and the said Samuel B. Hood and Mary E. Smith acknowledged to me that said city executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

My Commission expires _____

Hugh C. Hall
 Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>1020+52+</u>	to Station <u>1022+40+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St. Ogden</u>
<u>Westerly</u> Side of Highway		Parcel No. <u>165B:T</u>	ab. <u>3/4</u> mi. S. of <u>31st St.</u>

Date 21 January 1964 Ogden City Corporation Grantor

of Municipal Building, Ogden, Utah

No. 165B:T Quit Claim (City) deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent

TITLE

, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

Land as described in Quit Claim (City) Deed No. 15-8:165B:T

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By *H. Wells Meeks*
DISTRICT ENGINEER

Total Cash Settlement \$ 36.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By *H. Wells Meeks*
RIGHT OF WAY AGENT

By *James A. Williams*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by *A. A. Farnsworth*
Road Commission Acting Commission Secretary

JUN 12 1964

RIGHT OF WAY ENGINEER

OGDEN CITY

CITY MANAGER

Attest: *Mary E. Smith*
City Recorder

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 D. Holbrook \$ 36.00
PARCEL NO. 165B:T Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 0.13 acres at \$275.40 per acre \$ 36.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 36.00

6. Salvage, amount \$ _____

Net Amount \$ 36.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by H. Wells Weeks

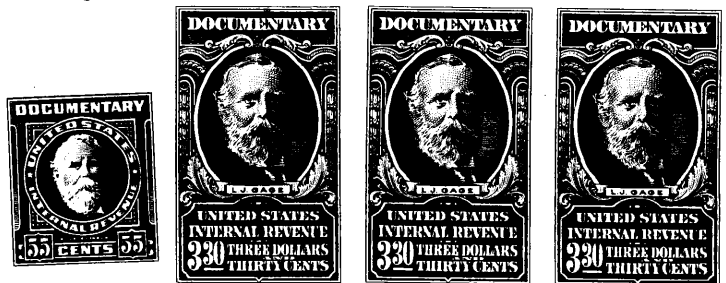
Date 4 May 1964

Vern E. Parker and Dorothy F. Parker, his wife
of Ogden, County of Weber, State of Utah,
hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF
UTAH, Grantee, for the sum of O Nine thousand three hundred forty-three and no/100
dollars,
the following described tract of land in Weber County, State of
Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being
part of an entire tract of property in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section
6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described
as follows:

Beginning at the NW. corner of said entire tract which point is 590 ft.
west and 109.2 ft. south from the NE. corner of the SW $\frac{1}{4}$ of said Section 6;
thence South 654 ft., more or less, to a point 190.0 ft. perpendicularly dis-
tant southeasterly from the center line of said project; thence N. 44° 39' E.
925 ft., more or less, to the northerly boundary line of said entire tract;
thence N. 89° 45' W. 635 ft., more or less, to the point of beginning as shown
on the official map of said project on file in the office of the State Road
Commission of Utah. Above described parcel of land contains 4.92 acres, more
or less, of which 0.34 acre, more or less, is now occupied by the existing
1200 West Street in Riverdale. Balance 4.58 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water assess-
ments now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah
Code Annotated 1953, as amended, said highway to consist of inner through
traffic lanes and adjacent frontage road, the grantor(s) hereby release(s)
and relinquish(es) to the grantee, any and all rights or easements appurtenant
to the grantors remaining property by reason of the location thereof with refer-
ence to said highway, including, without limiting the foregoing, all rights of
ingress to or egress from the grantors remaining property contiguous to the lands
hereby conveyed to or from said inner lanes; provided, however, that such remain-
ing property of the grantor(s) shall abut upon and have access to said frontage
road which will be connected with said inner through traffic lanes only at such
points as may be established by public authority.

WITNESS, the hands of said grantors, this 8th day of
January, A.D. 1964
Signed in the presence of:
STATE OF UTAH)
COUNTY OF Weber) ss.
Vern E. Parker
Dorothy F. Parker

On the 8th day of January, A.D. 1964, personally
appeared before me Vern E. Parker and Dorothy F. Parker, his wife,
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

My Commission expires 10-10-65

S. Wells
Notary Public

JOTH EAMES GLENN
COUNTY CLERK
William H. Peterson

EASEMENT

Parcel No. 15-8:166:E
Project No. I-15-8(6)334

Vern E. Parker and Dorothy F. Parker, his wife, Grantor,
of Ogden, County of Weber, State of Utah,
hereby grant and convey to the State Road Commission of Utah, Grantee, for the
sum of Four hundred and thirty-two and no/100 Dollars,
an easement upon part of an entire tract of property in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the
NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. in Weber County, Utah for the
purpose of constructing thereon an irrigation facility and appurtenant parts
thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of entire tract is a parcel of land 15.0 ft. wide adjoining
southeasterly the southeasterly right of way line of a frontage road for a
freeway known as Project No. 15-8. Said southeasterly right of way line is
described as follows:

Beginning on said southeasterly right of way line at a point opposite
Engineer Station 1019+00, which point is approximately 550 ft. south and 386
ft. west from the center of said Section 6; thence N. 44°39' E. 600.0 ft. to
a point opposite Engineer Station 1025+00. The above described parcel of
land contains 0.21 acre.

After said irrigation facility is constructed on above described part
of an entire tract at the expense of said State Road Commission, said State
Road Commission is thereafter relieved of any further claim or demand for
costs, damages or maintenance charges which may accrue against said irrigation
facility or appurtenant parts thereof.

WITNESS, the hand of said grantor, this 8th day of January, A.D. 1964

Signed in the presence of:

Vern E. Parker
Dorothy F. Parker

STATE OF UTAH)
County of Weber) ss.

On the 8th day of January, A.D. 1964, personally appeared before
me Vern E. Parker and Dorothy F. Parker, his wife, the signer of the
within instrument, who duly acknowledged to me that he executed the same.

My Commission expires 10-10-65

H. Wells
Notary Public

Prepared by JLB, 9-14-63

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>1016+25+</u>	to Station <u>1025+25+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St in Ogden</u>
<u>Easterly</u>	Side <u> </u> of Highway	Parcel No. <u>166:A & 166:E</u>	at <u>3600 S & 1200 W.</u>

Date 8 January 1964 Vern E. Parker & Dorothy F. Parker, his wife Grantors

of 4235 South 1000 West Ogden, Weber County, Utah

166:A &

No. 166:E Easement and Warranty deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed have been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent

TITLE

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor S of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following:

Land as described in Warranty Deed No. 15-8:166:A

Land as described in Easement No. 15-8:166:E

(B) Furnish and install type "A" fence between the above Engineer Stations along the R/W line of the Frontage Road.

(C) Furnish and install one (1) sixteen (16) foot gate in the above described fence; exact location of the gate to be determined by the Project Engineer at the time of construction.

7. The Grantors hereby release and relinquish all rights of ingress to and egress from the Grantors' remaining property contiguous to the lands herein conveyed to or from the said Highway; except that the Grantors shall have access to the Frontage Road wherein it abuts the Grantors' remaining property.

8. The Grantors hereby agree to pay all taxes that have been assessed against the said property.

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By H. E. Meeks
DISTRICT ENGINEER

Total Cash Settlement \$ 9,775.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by
Road Commission FEB 3 1964 19

Clarence J. Allred
Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Vern E. Parker
Dorothy F. Parker

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

D. Holbrook \$ 9,775.00

PARCEL NO. 166:A & 166:E

Pre-negotiation appraisals
\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way	<u>4.58</u>	acres at	<u>\$2,040.00</u>	per acre	\$ <u>9,343.00</u>
Easement	<u>0.21</u>	acres at	<u>\$2,040.00</u>	per acre	\$ <u>432.00</u>

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 9,775.00

Explain items in detail _____

The Grantors settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

D. Holbrook

Date 17 January 1964

433676

FILED AND RECORDED FOR

BOOK 783 PAGE 339

Follows W. State Dept. of Highways
1071-B SD State CapitalFiled ☒ Indexed ☒Recorded ☒ Abstracted ☒Compared ☒ Page ☒

64 SEP 2 AM 11 58

JOSEPH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Richard H. Peterson*

Quit Claim Deed

Parcel No. 15-8:166B:T
Project No. 1-15-8(6)334

(CORPORATION)

BAMBERGER RAILROAD COMPANY a corporation of
the State of Utah, Grantor, hereby QUIT CLAIMS to the STATE ROAD COM-
MISSION OF UTAH, Grantee, for the sum of
Seven Hundred Sixty-five Dollars and no/100ths Dollars, the following described
parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee incident to the construction of a freeway known as
Project No. 15-8, being an entire tract of property, in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 6,
T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described
as follows:

Beginning at a SW. corner of the grantors land, which point is 432 ft.
west from the center of said Section 6; thence North 247 ft., more or less, to
an existing southeasterly railroad right of way fence; thence Northeasterly 184
ft., more or less, along said southeasterly right of way fence to the north
boundary line of the grantors land; thence East 329 ft., more or less, along
said north line to the east line of the NW $\frac{1}{4}$ of said Section 6; thence South 72
ft., more or less, along said east line to a SW. corner of said grantors land;
thence S. 86°00' W. 358 ft., more or less, to the southeasterly boundary line
of said grantors land; thence S. 38°15' W. 66 ft.; thence South 272 ft; thence
West 26 ft., more or less, to the point of beginning. The above described
parcel of land contains 0.85 acre, more or less, of which 0.04 acre, more or
less, is now occupied by the existing 1200 West Street. Balance 0.81 acre,
more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water
assessments now due or which shall become due.



IN WITNESS WHEREOF, the said *Bamberger Railroad Company*
has caused this instrument to be executed by its proper officers thereunto duly authorized, this *7th*
day of *July*, A. D. 19 *64*.

Bamberger Railroad Company
By *Elmer G. Andersen*
President

STATE OF *California*)
) ss.

COUNTY OF *San Bernardino*)

On this *7th* day of *July*, A. D. 19 *64*, personally
appeared before me, *Elmer G. Andersen*, who, being by
me duly sworn sa *ID* that he is *President* of *Bamberger*
Railroad Company, a corporation, and that the within and foregoing instrument was signed
in behalf of said corporation by authority of *its Board of Directors*
and the said *Bamberger R.R. Co.* 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:

EVELYN E. LOWE
My Commission Expires June 3, 1965

Evelyn E. Lowe
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. I-15-8(6) 334	Davis-Weber Line N. to Jct. FAP 37
Side _____	of Highway _____	Parcel No. 166B:T 3500 S. 1200 W., Riverdale	

Date **July 9, 1964** **Bamberger Railroad Company** Grantor _____

of **c/o Wood R. Worsley 701 Cont'l Bank Bldg., SLC**

No. **166B:T** **Quit Claim** deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed **will be** delivered to **Al Kienke**
(Attorney Worsley has the deed) NAME OF AGENT

Right of Way Agent

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

~~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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.~~

clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

Pay cash in full to the grantors for the following:

Land as described in Quit Claim Deed # 166B:T

765.00

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ **765.00**

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By *Al Kienke*
RIGHT OF WAY AGENT

By *Clarence Wilcox*
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by
Road Commission *AUG 5 1964* 19 _____

Clarence Wilcox
Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR _____

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Bamberger Railroad Co.
by Blair G. Andersen
President

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6) 334 Holbrook \$ 765.00
PARCEL NO. 166 B:T Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way .81 acres at 940.00 per acre \$ 765.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 765.00

6. Salvage, amount \$ _____

Net Amount \$ 765.00

Explain items in detail _____

Settled on approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by _____

Date July 9, 1964

FILED AND RECORDED FOR

State Road Commission

BOOK 835 PAGE 116

APR 27 AM 10 54

Plotted

☐ Indexed

Recorded

☒ Abstracted

Compared

☐ PageDUTCH LARSEN OLSEN
WEBER COUNTY RECORDER
DEPUTY *William J. Peterson*

EASEMENT

Parcel No. 15-8:166D:E
Project No. 1-15-8(6)334

Vern E. Parker and Dorothy F. Parker, his wife
 of Riverdale, County of Weber, State of Utah,
 hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Twenty-five and no/100 Dollars,
 an easement upon part of an entire tract of property in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6,
 T. 5 N., R. 1 W., S.L.B.&M., in Weber County, Utah, for the purpose of construct-
 ing thereon an irrigation facility and appurtenant parts thereof incident to the
 construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 15.0 ft. wide adjoining
 southeasterly the southeasterly right of way line of a frontage road for said
 project. Said southeasterly right of way line is described as follows:

Beginning on said southeasterly right of way line at a point opposite
 Engineer Station 1025+00, which point is approximately 124 ft. south and 37
 ft. east from the center of said Section 6; thence N. 44° 39' E. 16 ft., more
 or less, along said southeasterly right of way line to the northerly boundary
 line of said entire tract. The above described parcel of land contains 0.01
 acre, more or less.

After said irrigation facility is constructed on the above described part
 of an entire tract at the expense of said State Road Commission, said State Road
 Commission is thereafter relieved of any further claim or demand for costs,
 damages or maintenance charges which may accrue against said irrigation facility
 and appurtenant parts thereof.

WITNESS, the hand of said Grantor, this 5th day of
 April, A. D. 19 66.

Signed in the presence of:

Vern E. Parker
Dorothy F. Parker

STATE OF UTAH)

: ss.

County of Weber)

On the 5th day of April, A. D. 19 66, personally appeared before
 Vern E. Parker & Dorothy F. Parker, his wife, the signer of the within instrument,
 who duly acknowledged to me that They executed the same.

My Commission expires: 15 September 1966

Suparna K. Sanyal
 Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. <u>I-15-8(6) 334</u>	Davis Co. Line To <u>31st Street Ogden</u>
Side _____ of Highway		Parcel No. <u>166D;E</u>	- App. <u>3600 So. & 1200 West</u> <u>Riverdale</u>

Date 5 April 1966 Vern E Parker & Dorothy F Parker His Wife Grantor S
of 4235 South 1000 West Riverdale Ogden, Utah

No. 166D;E Easement deed for a tract of land for State highway purposes
over property described in said deed Has Been delivered to Seymour K Liechty
NAME OF AGENT

R/w Agent as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

- (A) Pay Cash In Full For The Following,
Easement # 166D;E

AMOUNT

\$ 25.00

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 25.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By Seymour K. Liechty
RIGHT OF WAY AGENT
ADMINISTRATOR, RIGHT OF WAY DIVISION

Approved By Ronald A. Feunby
Road Commission April 18, 1966

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

X Vern E. Parker
Dorothy F. Parker

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6) 334

G. Andrus \$ 25.00

PARCEL NO. 166D;E

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ _____
Easement _____ acres at _____ per acre \$ 25.00

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

\$ 25.00

Explain items in detail _____

Settlement Has Been Made On The Approved Appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by Seymour K. Lickity

Date 5 April 1966

PLEASE RETURN THIS NOTE WITH
CORRECTION IF MADE.

IMPORTANT

No. 775-639

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:

Tie point to section corner is in error. It should be to the northeast corner of the southwest quarter. This same error also occurred in previous deed recorded in book 768 page 365.

6-23-64

Correction Deed dated 6-22-64
changing corner tie as noted above.

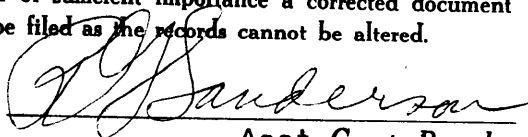
To Typist. 6-24-64

6-25-64 To Win for transmitted.

no maps Recd.

1st Correction deed Out

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.



Asst. County Recorder

427862

no fee

FILED AND RECORDED FOR

State Road Commission

BOOK 775 PAGE 639

1964 JUN 5 AM 11 53

Platted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Vignia M. Wilson*

Warranty Deed

Parcel No. 15-8:167:A
Project No. 1-15-8(6)334

(CONTROLLED ACCESS)

_____ Melvin A. Godfrey _____, Grantor _____,
of _____ Ogden _____, County of _____ Weber _____, State of _____ Utah _____,
hereby convey^s and warrant^s in fee simple to the STATE ROAD COMMISSION OF UTAH, Grantee,
for the sum of _____ one and no/100ths _____ Dollars,
the following described parcel of land in _____ Weber _____ County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 219.0 ft. perpendicularly distant northwesterly from the center line of said project at Engineer Station 1022+00.0, which point is approximately 467 ft. west and 56 ft. south from the NE. corner of said Section 6; thence S. 62°55' W. 110 ft., more or less, to a southerly boundary line of said entire tract; thence East 298 ft., more or less, along said southerly boundary line to the center of 1200 West Street in Riverdale; thence Northerly 177 ft., more or less, along the center of said 1200 West Street to a point N. 62°55' E. from the point of beginning; thence S. 62°55' W. 260 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described parcel of land contains 0.57 acre, more or less, of which 0.06 acre, more or less, is now occupied by the existing highway. Balance 0.51 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

(Note: This deed is given to correct a deed recorded as Entry No. 421870, in Book 768, of deeds, Page 365 in the records of Weber County, Utah.)

To enable the Grantee to construct and maintain a public highway as a _____ freeway _____, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor _____ hereby release _____ and relinquish _____ to the Grantee any and all rights or easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed, to or from said highway.

WITNESS, the hand _____ of said Grantor^s, this _____ 21st _____ day of _____ May _____, A. D. 19 64 _____.

Signed in the presence of:

Melvin A. Godfrey

STATE OF Utah

County of Weber

} ss.

On the _____ 21st _____ day of _____ May _____, A. D. 19 64, personally appeared _____ Melvin A. Godfrey _____ the signer _____

of the within instrument, who duly acknowledged to me that _____ he _____ executed the same.

My Commission expires: 10-10-65

Vignia M. Wilson
Notary Public

IMPORTANT

No. 768 - 365

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:

"SE $\frac{1}{4}$ NE $\frac{1}{4}$ " is wrong. (2nd Line of desc.)

Follows 689 DT

365

Deed

Description No. 15-8:167:A
Project No. I-15-6(8)334

ACCESS)

grantor

County of Weber, State of Utah,
STATE ROAD COMMISSION OF UTAH,
and no/100 Dollars,

County, State of Utah, to-wit:

known as Project No. 15-8, being
SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6,
of said parcel of land are described as

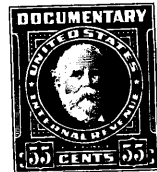
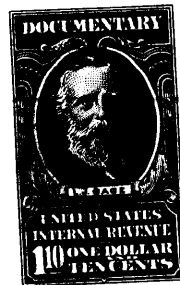
PROMPT attention should be given to this notice and if of sufficient importance a corrected document may be filed as the records cannot be altered.

[Signature]
Asst. County Recorder

idicularly distant northwesterly from
er Station 1022+00.0, which point is
th from the NE. corner of said Section
ess, to a southerly boundary line of
ore or less, along said southerly
Street in Riverdale; thence Northerly
f said 1200 West Street to a point
thence S. 62°55' W. 260 ft., more or
on the official map of said project
ommission of Utah. Above described
less, of which 0.06 acre, more or

less, is now occupied by the existing highway. Balance 0.51 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Chapter 63, Laws of Utah, 1945, the grantor
hereby release..... and relinquish..... to the grantee any and all rights or easements appurtenant to
the grantors remaining property by reason of the location thereof with reference to said highway,
including, without limiting the foregoing, all rights of ingress to or egress from the grantors remain-
ing property contiguous to the lands hereby conveyed, to or from said highway. ~~EXCEPTING~~
~~and reserving to the grantor, successors or assigns, the right of access to the nearest~~
~~roadway of said highway over and across the right of way line of~~
~~XXXXXX foot section, which said section, center, at point, XXXX~~
~~directly opposite Highway Engineer's Station~~

WITNESS, the hand..... of said grantor....., this..... 9th..... day of
January....., A. D. 19 64.....

427863 no fee

FILED AND RECORDED FOR
State Road Commission

BOOK 775 PAGE 640

Platted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

1964 JUN 5 AM 11 53

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Virginia Wilson*

Warranty Deed

Parcel No. 15-8:167:ST
Project No. 1-15-8(6)334

Melvin A. Godfrey, Grantor __,
of Ogden, County of Weber, State of Utah
hereby convey s and warrants to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
one and no/100ths----- Dollars,
the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 6, T. 5
N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as
follows:

Beginning at a point 219.0 ft. perpendicularly distant northwesterly from
the center line of a freeway known as Project No. 15-8 at Engineer Station 1022+
00.0, which point is approximately 467 ft. west and 56 ft. south from the NE.
corner of the SW $\frac{1}{4}$ of said Section 6; thence S. 62°55' W. 110 ft., more or less,
to a southerly boundary line of the grantors land; thence West 20 ft., more or
less, along said southerly boundary line to the SW. corner of said grantors
land; thence North 109.2 ft.; thence East 175 ft.; thence North 272 ft.; thence
N. 38°15' E. 66 ft.; thence N. 86°00' E. 176 ft. to the center of a county road;
thence Southwesterly 261 ft., more or less, along said county road to a point
N. 62°55' E. from the point of beginning; thence S. 62°55' W. 260 ft., more or
less, to the point of beginning. The above described parcel of land contains
1.56 acres, more or less, of which 0.08 acre, more or less, is now occupied by
said county road known as 1200 West Street. Balance 1.48 acres, more or less.

(Note: This deed is given to correct a deed recorded as Entry No. 421871,
in Book 768, of Deeds, Page 366 in the records of Weber County, Utah.)

WITNESS, the hand__ of said Grantor s, this 21st day of
May, A. D. 1964 *Melvin A. Godfrey*
Signed in the presence of:

STATE OF Utah)
) ss.
County of Weber)

On the 21st day of May, A. D. 19 64, personally
appeared before me Melvin A. Godfrey

the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires: 10-10-65

A. Wells
Notary Public

FILED AND RECORDED FOR
State Road Commission No Fee
1964 MAR 10 AM 11 53 421871

BOOK 768 PAGE 366

Follows 1072 SD
Placed ☒ Filed ☒
Indexed ☒ Abstracted ☒
Recorded ☒ Serial ☒
Parcel No. 15-8:167:ST
Project No. I-15-8(6)334

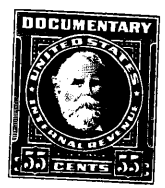
JTH EAMES OLSEN
DEPUTY COUNTY RECORDER
William H. Olsen

WARRANTY DEED

Melvin A. Godfrey, a single man
of Ogden, Weber County, State of Utah
hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH
for the sum of Four hundred and five and no/100
the following described tract(s) of land in Weber County, State of Utah, to-wit:

A parcel of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 6, T. 5 N.,
R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 219.0 ft. perpendicularly distant northwesterly from
the center line of a freeway known as Project No. 15-8 at Engineer Station 1022+00.0,
which point is approximately 467 ft. west and 56 ft. south from the NE. corner of
said Section 6; thence S. 62°55' W. 110 ft., more or less, to a southerly boundary
line of the grantors land; thence West 20 ft., more or less, along said southerly
boundary line to the SW. corner of said grantors land; thence North 109.2 ft.;
thence East 175 ft.; thence North 272 ft.; thence N. 38°15' E. 66 ft.; thence
N. 86°00' E. 176 ft. to the center of a county road; thence Southwesterly 261 ft.,
more or less, along said county road to a point N. 62°55' E. from the point of
beginning; thence S. 62°55' W. 260 ft., more or less, to the point of beginning.
The above described parcel of land contains 1.56 acres, more or less, of which
0.08 acre, more or less, is now occupied by said county road known as 1200 West
Street. Balance 1.48 acres, more or less.



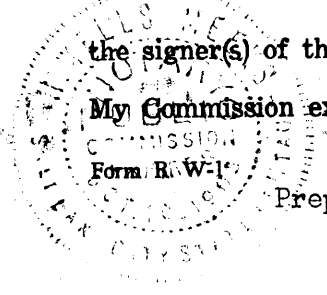
PART OF 1072 SD
PART OF 1072 SD

WITNESS, the hand(s) of said grantor(s), this 9th day of
January A. D. 1964
Signed in the presence of: *Melvin A. Godfrey*

STATE OF UTAH }
County of Weber } ss.

On the 9th day of January A. D. 1964 personally
appeared before me Melvin A. Godfrey, a single man

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.
My Commission expires 10-10-65 *H. Wells*
Notary public



STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>1020+80+</u>	to Station <u>1026+50+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st Street in Ogden</u>
Westerly Side of Highway		Parcel No. <u>167:A & 167:ST</u> <u>3500 S. 1200 W.</u>	

Date 9 January 1964 Melvin A. Godfrey, a single man Grantor

of 260 Franklin Street, Ogden, Weber County, Utah

167:A &

No. 167:ST

Warranty Deeds

TYPE OF INSTRUMENT

~~deed~~ for a tract of land for State highway purposes

over property described in said deed have been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent

TITLE

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

Land as described in Warranty Deed No. 15-8:167:A

Improvements located on the said tract.

Damages to the Grantor's remaining property.

Land as described in Warranty Deed No. 15-8:167:ST

7. It is mutually agreed that the salvage rights to the improvements on this tract have no value, and the Grantor agrees to remove them in return for same.

8. The Grantor is to have sixty (60) days from the approval date of this Contract to remove all salvage from the aforesaid tract.

9. The Grantor agrees to leave the premises in a clean, presentable condition and to remove all debris etc. from the premises; \$250.00 is withheld from this settlement to insure this. This amount will be paid after property has been inspected by the District Engineer.

10. The 1964 taxes on said property will be pro-rated, the Grantor's share is \$ 2.40 which amount is deducted from this settlement.

APPROVAL OF CONSTRUCTION ITEMS:

AMOUNT

\$4,970.00

- 2.40

By [Signature]
DISTRICT ENGINEER

Total Cash Settlement \$ 4,967.60

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By [Signature]
RIGHT OF WAY AGENT

By [Signature]
ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by

Road Commission FEB 3 1964

19

[Signature]
Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature]

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

D. Holbrook \$ 4,565.00

PARCEL NO. 167:A

Pre-negotiation appraisals
\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way 0.51 acres at \$2,040.00 per acre \$ 1,040.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ 910.00

3. Damages: (Proximity, severance, etc.) \$ 2,615.00

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 4,565.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *H. Wells*

Date 17 January 1964

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 D. Holbrook \$ 405.00
Pre-negotiation appraisals
PARCEL NO. 167:ST \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 1.48 acres at _____ per acre \$ 405.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

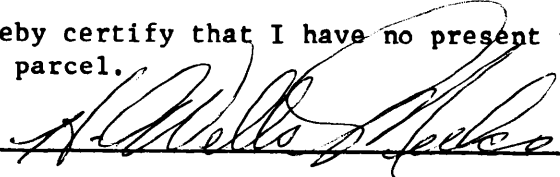
6. Salvage, amount \$ _____

Net Amount \$ 405.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by 

Date 17 January 1964

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co. Line to
Parcel No. 167:A 31st St. in Ogden

THIS AGREEMENT made and entered into this 3rd
day of October, 19 64, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road" Commission"
and Melvin A. Godfrey
260 Franklin Street, Ogden, Utah, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 487.50 as reimbursement of expenses
incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.

Melvin A. Godfrey

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By

Clarence Wiltrups
Relocation Officer

By

Clarence Wiltrups
Administrator, Right of Way Division

Approved by

Road Commission

Mar. 22, 1965

Clarence Wiltrups
Commission Secretary

5

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

(x) Business

Project No. I-15-8(6)334

() Farm

Project Name Davis Co. Line to

() Non-Profit Organization

31st Street in Ogden

Name M. A. Godfrey

Parcel No. 167:A

Address 260 Franklin Street

Auth. No. 5850

Ogden, Utah

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his actual moving expenses calculated by the following method checked below:

- () A. Expenses incurred, supported by receipted moving bills.
- () B. Expenses incurred, supported by unpaid moving bills (By prearrangement only).
- (x) C. Expenses incurred, supported by certification of expenses (Self-movings by prearrangement only).

If method "C" is used, a written certification prepared by the displaced person must be presented to the Relocation Officer and contain the following information:

1. Number of hours required to effect relocation.
2. Wage scale paid for labor.
3. Type and fair market rental of equipment used.

The burden of proof of this written certification shall be upon the claimant and subject to audit by the Department of Highways.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I qualify to receive relocation moving expenses under the laws of Utah, and that all other information submitted herewith or included herein is true and correct. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

January 21, 1964

Date

M. A. Godfrey
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel of land; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

JAN 28 1964

Date

C. Faith Miller
Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

(X) Business

() Individual

() Family

Claimant Melvin A. Godfrey

Address of Claimant 260 Franklin Street

Ogden, Utah

Project No. I-15-8(6)334

Project Name Davis Co. Line to

31st St. in Ogden

Parcel No. 167:A

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- (X) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
(~~-~~) 2. ~~State possession of real property between State and owner.~~
() 3. Title to real property conveyed to State by owner.
() 4. Binding contract for purchase of real property between State and owner.
() 5. ~~Premises vacated by eligible person on or after relocation authorized but~~
~~prior to actual possession of title by State.~~

Date of removal of personal property From April 14 - May 26, 1964

New Address of Claimant Mailing address 260 Franklin Street Ogden, Utah

Distance moved (in miles) About one mile

Name and address of moving company Melvin A. Godfrey

Expenses incurred (by elected method Plan) \$ 487.50

Storage Expenses (See details on Form Rel. 6) \$ None

Total Claim \$ 487.50
Amount of Claim Allowed \$ 487.50

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

October 3, 1964
Date

Melvin A. Godfrey
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

NOV - 4 1964
Date

C. Faith Miller
Relocation Officer

Date Paid Voucher No.

PLEASE RETURN THIS NOTE WITH
CORRECTION IF MADE.

IMPORTANT

No. 768 - 367

OFFICE OF COUNTY RECORDER

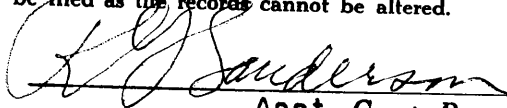
WEBER COUNTY, UTAH

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:

One quarter of quarter location
has been omitted ($SE\frac{1}{4}NW\frac{1}{4}$).

15-8:168:A

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.


Asst. County Recorder

WARRANTY DEED Description No. 15-8:168:A
Project No. I-15-8(6)334
(Controlled Access)

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
Lillian H. Peterson
Minnie Carter, a woman

_____, grantor(s)
of Ogden, County of Weber, State of Utah,
hereby convey(s) and warrant(s) in fee simple to the STATE ROAD COMMISSION OF
UTAH, Grantee, for the sum of Eight thousand three hundred twenty-three Dollars,
the following described tract of land in Weber County, State of
Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being
part of an entire tract of property in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
6, T. 5 N., R. 1 W., S. 1 M. The boundaries of said parcel of land are
described as follows:

Beginning at a point 120.0 ft. radially distant northwesterly from the
center line of said project at Engineer Station 1028+00, which point is
approximately 307 ft. north and 15 ft. east from the SW. corner of the NE $\frac{1}{4}$
of said Section 6; thence Southwesterly 186.4 ft. along the arc of a 2744.79
ft. radius curve to the right (Note: Tangent to said curve at the point of
beginning bears S. 40°46' W.); thence S. 44°39' W. 105.42 ft.; thence S. 62°
55' W. 60 ft., more or less, to the center of 1200 West Street in Riverdale;
thence Southerly 177 ft., more or less, along the center of said 1200 West Street
to the southerly boundary line of said entire tract; thence Easterly 327 ft.,
more or less, along said southerly boundary line to a point 190.0 ft. perpendicularly
distant southeasterly from said center line; thence N. 44°39' E. 89 ft., more
or less, to a point of tangency with a 3054.79 ft. radius curve to the left
opposite Engineer Station 1026+05.42; thence Northeasterly 607 ft., more or less,
along the arc of said curve to the northerly boundary line of said entire tract;
thence Westerly 420 ft., more or less, along said northerly boundary line to a
point N. 31°03' E. from the point of beginning; thence S. 31°03' W. 118 ft., more
or less, to the point of beginning as shown on the official map of said project
on file in the office of the State Road Commission of Utah. Above described
parcel of land contains 4.15 acres, more or less, of which 0.07 acre, more or
less, is now occupied by the existing highway. Balance 4.08 acres, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water assess-
ments now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah
Code Annotated 1953, as amended, said highway to consist of inner through
traffic lanes and adjacent frontage road, the grantor(s) hereby release(s)
and relinquish(es) to the grantee, any and all rights or easements appurtenant
to the grantors remaining property by reason of the location thereof with refer-
ence to said highway, including, without limiting the foregoing, all rights of
ingress to or egress from the grantors remaining property contiguous to the lands
hereby conveyed to or from said inner lanes; provided, however, that such remain-
ing property of the grantor(s) shall abut upon and have access to said frontage
road which will be connected with said inner through traffic lanes only at such
points as may be established by public authority.

WITNESS, the hand of said grantor, this 8th day of
January, A.D. 19 64.

Signed in the presence of:

Lloyd Carter

STATE OF UTAH)

COUNTY OF Weber) ss.

Minnie Carter

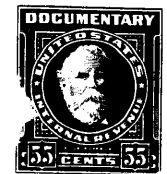
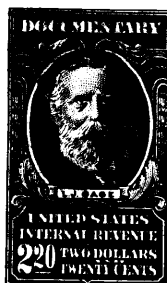
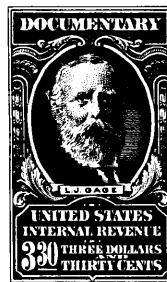
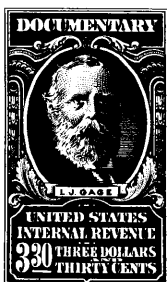
On the 8th day of January, A.D. 19 64, personally
appeared before me Minnie Carter, a woman
the signer of the within instrument, who duly acknowledged to me that he
executed the same.

My Comm. 3 expires 10-10-65

N. Wells
Notary Public

Prepared by LLJ, 5-28-63

6-106, 107, 108, & 109



PART OF 6497
PART OF 10735 D
PART OF 686-688 DT

State Road Commission

1964 MAR 10 AM 11 53

W. Fee

421873

BOOK 768 PAGE 368

Follows 1073 SD

Record 1073 SD
Index 1073 SD
Map 1073 SD
Copy 1073 SD

JOHN EAMES OLSEN
DEPUTY COUNTY RECORDER

WARRANTY DEED

Parcel No. 15-8:168:S
Project No. I-15-8(6)334

Minnie Carter

Minnie Carter, a woman

grantor(s)

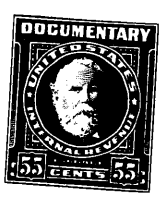
of Ogden, Weber County, State of Utah
hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH
for the sum of Two hundred and no/100
the following described tract(s) of land in Weber

grantee
Dollars,

County, State of Utah, to-wit:

A parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 120.0 ft. radially distant northwesterly from the center line of a freeway known as Project No. 15-8 at Engineer Station 1028+00, which point is approximately 307 ft. north and 15 ft. east from the SW. corner of the NE $\frac{1}{4}$ of said Section 6; thence Southwesterly 186.4 ft. along the arc of a 2744.79 ft. radius curve to the right (Note: Tangent to said curve at its point of beginning bears S. 40°46' W.); thence S. 44°39' W. 105.42 ft.; thence S. 62°55' W. 60 ft., more or less, to the center of 1200 West Street in Riverdale; thence Northerly 261 ft., more or less, along said center line of 1200 West Street to a northerly boundary line of the grantors land; thence N. 86°00' E. 182 ft., more or less, to the east line of the NW $\frac{1}{4}$ of said Section 6; thence North 72 ft., more or less, along said east line to a point 419.7 ft. north from the center of said Section 6; thence N. 86°30' E. 72 ft., more or less, to a point N. 31°03' E. from the point of beginning; thence S. 31°03' W. 118 ft., more or less, to the point of beginning. The above described parcel of land contains 0.82 acre, more or less, of which 0.10 acre, more or less, is now occupied by the existing 1200 West Street. Balance 0.72 acre, more or less.



WITNESS, the hand(s) of said grantor(s), this 8th day of January A. D. 19 64

Signed in the presence of:

Ray Carter

Minnie Carter

STATE OF UTAH } ss.
County of Weber }

On the 8th day of January A. D. 19 64 personally appeared before me Minnie Carter, a woman

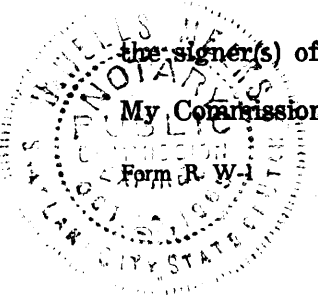
the signer(s) of the within instrument, who duly acknowledged to me that he executed the same

My Commission expires 10-10-65

W. Wells

Notary public

Prepared by TJT, 9-23-63



PART 1073 SD
PART 6497

6-106 & 107

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>1023+35</u>	to Station <u>1030+35</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St. in Ogden</u>
<u>Easterly</u>	Side of Highway	Parcel No. <u>168:A & 168:S</u>	at <u>3600 S., Ogden</u>

Date 8 January 1964 Minnie Carter, a woman Grantor.

of 3800 South 750 West, Ogden, Weber County, Utah

168:A &

No. 168:S

Warranty Deeds

TYPE OF INSTRUMENT

~~XXXX~~ deed for a tract of land for State highway purposes

over property described in said deed have been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent

TITLE

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) AMOUNT

Pay cash in full to the Grantor for the following:

Land as described in Warranty Deed No. 15-8:168:A

Damages to the Grantor's remaining property.

Land as described in Warranty Deed No. 15-8:168:S

(B) Furnish and install a type "A" fence between the above Engineer's Stations along the R/W Line of the Frontage Road.

(C) Furnish and install one (1) sixteen (16) foot gate in the above described fence; exact location of the gate to be determined by the Project Engineer at the time of construction.

7. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands hereby conveyed to or from the said Highway; except that the Grantor shall have access to the Frontage Road wherein it abuts the Grantor's remaining property.

8. The Grantor hereby agrees to pay all taxes that have been assessed against the said property.

APPROVED BY THE ROAD COMMISSION ITEMS:

By [Signature]
DISTRICT ENGINEER

Total Cash Settlement \$9,800.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By [Signature]
RIGHT OF WAY AGENT

By [Signature]
ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by

Road Commission FEB 3 1964 19

[Signature]
Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Minnie Carter
Lloyd Carter

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 D. Holbrook \$ 9,600.00
PARCEL NO. 168:A Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 4.08 acres at \$2,040.00 per acre \$ 8,323.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ 1,277.00

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 9,600.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *H. Wells Meek*

Date 17 January 1964

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

D. Holbrook \$ 200.00

PARCEL NO. 168:S

Pre-negotiation appraisals
\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way 0.72 acres at _____ per acre \$ 200.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 200.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by N. Wells Glick

Date 17 January 1964

State Road Commission

1966 MAY 31 AM 9 29

WILLIAM E. JOHNSON
WEBER COUNTY RECORDER
DEPUTY

EASEMENT

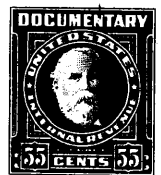
Parcel No. 15-8:168:E
Project No. 1-15-8(6)334

----- Minnie Carter and Lloyd Carter, her husband ----- Grantor ,
of ----- Ogden -----, County of ----- Weber -----, State of ----- Utah -----,
hereby grant__ and convey__ to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
----- Four hundred and ninty and no/100 ----- Dollars,
an easement upon part of an entire tract of property in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$
of Section 6, T. 5 N., R. 1 W., S.L.B.&M., in Weber County, Utah, for the purpose
of constructing thereon an irrigation facility and appurtenant parts thereof in-
cident to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 15.0 ft. wide adjoining
southeasterly the southeasterly right of way line of a frontage road for said
project. Said southeasterly right of way line is described as follows:

Beginning at the intersection of said southeasterly right of way line and a
southerly boundary line of said entire tract, which point is approximately 109
ft. south and 50 ft. east from the center of said Section 6; thence N. 44° 39' E.
89 ft., more or less, to a point of tangency with a 3054.79 ft. radius curve to
the left opposite Engineer Station 1026+05.42; thence Northeasterly 607 ft., more
or less, along the arc of said curve to the northerly boundary line of said entire
tract. The above described parcel of land contains 0.24 acre, more or less.

After said irrigation facility is constructed on the above described part of
an entire tract at the expense of said State Road Commission, said State Road
Commission is thereafter relieved of any further claim or demand for costs,
damages or maintenance charges which may accrue against said irrigation facility
and appurtenant parts thereof.



WITNESS, the hand of said Grantor , this 14th day of
April , A. D. 1966 .

Signed in the presence of:

Minnie Carter
Lloyd Carter

STATE OF UTAH)

: ss.

County of Weber)

On the 14th day of April , A. D. 1966 , personally appeared before
me Minnie Carter & Lloyd Carter, her husband the signers of the within instrument,
who duly acknowledged to me that They executed the same.

My Commission expires: 15 September 1966

Supern K. Kiehl
Notary Public

PT 4 6497X2 P 19 686-68XDT

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. <u>I-15-8(6) 334</u>
		Davis Co. Line To 31st Street
Side _____ of Highway		Parcel No. <u>168;E - 3500 So. & 1200 West Riverdale</u>

Date 14 April 1966 Minnie Carter & Lloyd Carter Her Husband Grantors
 of 3800 South 750 West Ogden, Utah

No. 168;E Easement deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed Has Been delivered to Seymour K Liechty

NAME OF AGENT

R/W Agent, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

Pay Cash In Full For The Following,
 Easement # 168;E

AMOUNT

\$ 490.00

APPROVAL OF CONSTRUCTION ITEMS:

By _____
 DISTRICT ENGINEER

Total Cash Settlement \$ 490.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By Seymour K. Liechty
 RIGHT OF WAY AGENT
 By _____
 ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by _____
 Road Commission

April 26 19 66
Ronald A. Tenby

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

X Minnie Carter
Lloyd Carter

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6) 334

PARCEL NO. 168;E

G. Andrus \$ 490.00
Pre-negotiation appraisals
\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ _____
Easement _____ acres at _____ per acre \$ 490.00
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 490.00

Explain items in detail

Settlement Has Been Made On The Approved Appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by Supern K. Lively

Date 18 April 1966

429699

BOOK

778 PAGE 270

FILED AND RECORDED FOR

State Road Commission
1964 JUL 13 AM 11 09

WARRANTY DEED

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Lillian M. Olson*

Follow 6448-B (1)

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Compared	☒	Page	☒

Description No. 15-8:169:A
Project No. 1-15-8(6)334

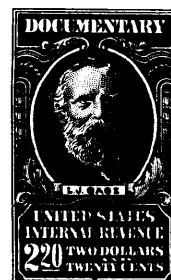
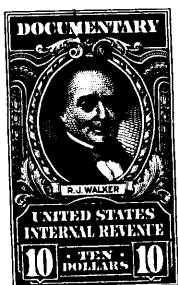
Lucy I. Toomer, a woman
of Ogden, County of Weber, State of Utah
hereby conveys and warrants in fee simple to the STATE ROAD COMMISSION OF UTAH,
Grantee, for the sum of \$17,805.00 Dollars,
the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and in Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 65.0 ft. radially distant westerly from the center line of a south bound ramp road for said project at ramp road Engineer Station 12+50.0, which point is approximately 1512 ft. south and 400 ft. east from the NE $\frac{1}{4}$ corner of said Section 6; thence S. 19° 00' W. 230.9 ft.; thence S. 31° 03' W. 495 ft., more or less, to the southerly boundary line of said entire tract; thence Easterly 420 ft., more or less, along said southerly boundary line to a point 190.0 ft. radially distant southeasterly from the center line of said project; thence North-easterly 230 ft., more or less, along the arc of a 3054.79 ft. radius curve to the left to a point opposite Engineer Station 1034+00.0 (Note: Tangent to said curve at its point of beginning bears approximately N. 33° 04' E.); thence N. 48° 56' E. 162.7 ft. to a point 50.0 ft. perpendicularly distant southerly from the center line of a frontage road for said project at frontage road Engineer Station 88+49.55; thence N. 69° 12' E. 280.4 ft.; thence N. 77° 34' E. 4 ft., more or less, to an east boundary line of said entire tract; thence North 109 ft., more or less, along said east boundary line to a southeasterly boundary line of said entire tract; thence N. 34° 00' E. 22 ft., more or less, along said south-easterly boundary line to a point 50.0 ft. perpendicularly distant northerly from said frontage road center line; thence S. 69° 12' W. 92 ft., more or less, to a point opposite frontage road Engineer Station 91+00; thence S. 66° 55' W. 250.6 ft. to a point 50.0 ft. perpendicularly distant northerly from frontage road Engineer Station 88+49.56; thence S. 69° 12' W. 83.3 ft. to a point 120.0 ft. radially distant southeasterly from said center line of project at Engineer Station 1035+48.1; thence N. 26° 29' E. 484.25 ft.; thence N. 33° 13' E. 319.5 ft.; thence N. 44° 39' E. 19 ft., more or less, to the northeasterly boundary line of said entire tract; thence N. 23° 00' W. 241 ft., more or less, along said northeasterly boundary line to the southeasterly right of way line of the U.P.R.R.; thence Southwesterly 782 ft., more or less, along said southeasterly right of way line to a point N. 20° 13' W. from the point of beginning; thence S. 20° 13' E. 195 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 11.32 acres, more or less, of which 0.62 acre, more or less, is now occupied by the existing highway. Balance 11.30 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a freeway, as contemplated by Title 27, Chapter 12, Section 95, Utah Code Annotated 1953, as amended, said highway to consist of inner through traffic lanes and adjacent frontage road, the grantor hereby releases and relinquishes to the grantee, any and all rights or easements appurtenant to the grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights or ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed to or from said inner lanes; provided, however, that such remaining property of the grantor shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at such points as may be established by public authority.



6-106

-2-

15-8:169:A
I-15-8(8)334

WITNESS, the hand of said grantor, this 26th day of March, A.D. 1964.

Signed in the presence of:

Alma T. Evans

Lucy I. Toomer

STATE OF UTAH)
COUNTY OF Weber) ss.

On the 26th day of March, A.D. 1964, personally appeared before me **Lucy I. Toomer, a woman** the signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission expires 10-10-65

H. Wells Sparks
Notary Public

Prepared by LLJ, 6-7-63

429700

FILED AND RECORDED FOR

State Road Commission
1964 JUL 3 AM 11 09

BOOK

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WARRANTY DEED

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Page

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Parcel No. 15-8:169:S

Project No. 1-15-8(6)334

JOHN EAMES OLSEN
WEBER COUNTY RECORDER

Lucy I. Toomer, a woman

grantor(s)

of ~~the~~ Ogden, Weber County, Utah

hereby convey(s) and warrant(s) to the STATE ROAD COMMISSION OF UTAH

grantee

for the sum of Nine Hundred & Twenty-Three

Dollars,

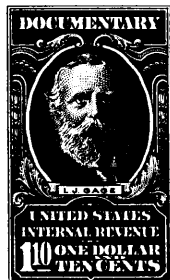
the following described tract(s) of land in

Weber

County, State of Utah, to-wit:

A parcel of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 65.0 ft. radially distant westerly from the center line of a south bound ramp road for said project at ramp road Engineer Station 12+50.0, which point is approximately 1512 ft. south and 400 ft. east from the N $\frac{1}{4}$ corner of said Section 6; thence S. 19° 00' W. 230.9 ft.; thence S. 31° 03' W. 495 ft., more or less, to the southerly boundary line of said entire tract; thence S. 86° 30' W. 72 ft., more or less, along said southerly boundary line to the west line of the NE $\frac{1}{4}$ of said Section 6; thence North 434.1 ft. along said west line to the southeasterly right of way line of the U.P.R.R.; thence Northeasterly 530 ft., more or less, along said southeasterly right of way line to a point N. 20° 13' W. from the point of beginning; thence S. 20° 13' E. 195 ft., more or less, to the point of beginning. The above described parcel of land contains 3.73 acres, more or less, of which 0.38 acre, more or less, is occupied by an existing street. Balance 3.35 acres, more or less.



WITNESS, the hand(s) of said grantor(s), this

26th

day of

March

A. D. 19 64

Signed in the presence of:

John E. Olsen

Lucy I. Toomer

STATE OF UTAH

County of Weber

ss.

On the

26th

day of

March

A. D. 1964

personally

appeared before me Lucy I. Toomer, a woman

the signer(s) of the within instrument, who duly acknowledged to me that she executed the same.

My Commission expires 10-10-65

H. Wells

Notary public

Form R. W-1 Prepared by TJT, 9-25-63

6-106

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station <u>1030+30</u>	to Station <u>1043+00</u>	Project No. <u>I-15-8(6)334</u>	<u>Davis Co. Line to</u>
			<u>31st St. in Ogden</u>
<u>Easterly</u>	Side <u>of Highway</u>	Parcel No. <u>169:S</u>	<u>3414 Parker Rd., Ogden</u>

Date 26 March 1964 Lucy I. Toomer, a woman Grantor

of 3414 Parker Road, Ogden, Weber County, Utah

169:A &
No. 169:S Warranty Deeds ~~used~~ for a tract of land for State highway purposes

TYPE OF INSTRUMENT
over property described in said deed have been delivered to H. Wells Meeks & Wiley Stewart

NAME OF AGENT

R/W Agents TITLE, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

AMOUNT

Land as described in Warranty Deed No. 15-8:169:A ~~4-169:S~~

Improvements located on the said tract.

Damages to the Grantor's remaining property.

7. All lighting, plumbing, heating fixtures, and real property are to remain with the building.

8. The Grantor may occupy the property 60 days from the approval date of this contract by the State Road Commission.

9. The Grantor will furnish keys to the State Road Commission. \$250.00 is being withheld until keys are delivered.

10. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands herein conveyed to or from the said Highway; except that the Grantor shall have access to the Frontage Road wherein it abuts the Grantor's remaining property.

11. The Grantor hereby agrees to pay all taxes that have been assessed against the said property.

APPROVAL OF CONSTRUCTION ITEMS:

By [Signature]
DISTRICT ENGINEER

Total Cash Settlement \$ 28,643.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By [Signature]
RIGHT OF WAY AGENT

By [Signature]
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by
Road Commission [Signature] May 26, 1964
[Signature]
RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

[Signature]

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

D. Holbrook \$ 923.00

PARCEL NO. 169:S

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way 3.35 acres at \$ _____ per acre \$ 923.00

Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount \$ 923.00

6. Salvage, amount

\$ _____

Net Amount \$ 923.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

H. Wells Gable

Date 30 March 1964

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

D. Hollbrook \$27,720.00

PARCEL NO. 169:A

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired: 6.0	\$2,040.00	12,240.00
Right of Way <u>5.30</u> acres at <u>\$1,050.00</u> per acre		\$ 5,565.00
Easement _____ acres at _____ per acre		\$ _____
2. Value of improvements taken or destroyed:		\$ 4,000.00
3. Damages: (Proximity, severance, etc.)		\$ 5,915.00
4. Moving and/or rehabilitation of buildings and appurtenances:		\$ _____
5. Controlled access:		\$ _____
	Gross Amount	\$ 27,720.00
6. Salvage, amount		\$ _____
	Net Amount	\$ 27,720.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *D. Hollbrook*

Date 30 March 1964

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____	to Station _____	Project No. <u>I-15-8(6)334</u>	Davis Co. Line to <u>31st St. in Ogden</u>
		<u>169:A</u>	
Side _____ of Highway _____		Parcel No. <u>SUPPLEMENTAL</u>	<u>3414 Parker Rd., Ogden</u>

Date 5 June 1964 Lucy I. Toomer, a woman Grantor _____

of 4124 South 400 West Street, Ogden, Weber County, Utah
169:A

No. SUPPLEMENTAL deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed _____ delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent

_____, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

7. The Approved appraisal has no salvage value for the out buildings improvements. The Grantor is to have the salvage rights to the out buildings improvements (house not included) on this tract for the removal of same from the highway right of way on or before 26 July 1964.

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ _____

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT

By Clarence Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by
Road Commission JUL 16 1964 19

Clarence Allred
Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Lucy I. Toomer

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

W. Prestwich

\$ None

PARCEL NO. 169:A SUPPLEMENTAL

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ _____
Easement _____ acres at _____ per acre \$ _____

2. Value of improvement taken or destroyed: \$ _____

3. Damages (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ None

Net Amount \$ _____

Explain items in detail _____

Settlement made on the approved appraisal

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by H. Wells McLean

Date 6 June 1964

02

Project No. I-15-8(6)334 Project Name Davis County Line to
Parcel No. 169:A & S 31st Street, Ogden

1. The Road Commission agrees to pay to the Party of the Second Part cash in the amount of \$ 180.00 as reimbursement of expenses incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above set out sum shall constitute full and complete satisfaction of all obligations under this contract on the part of the Road Commission and further agrees that said sum is payment in full.

*Lucy J. Toomer

By W. Keith Miller
Relocation Officer

By Clarence Wilburn
Administrator, Right of Way Division

Approved by
Road Commission Oct. 13, 1964
Clarence Alfred
Commission Secretary

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

() Individual

(x) Family

Claimant Lucy Toomer

Address of Claimant 3414 South Parker Drive

Riverdale, Utah

Project No. I-15-8(6)334

Project Name Davis County Line to

31st Street, Ogden

Parcel No. 169:A & S

Auth. No. 5850

Road Sect. 29-1-1

Basis of Claim:

- (x) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. State possession of real property between State and owner.
() 3. Title to real property conveyed to State by owner.
() 4. Binding contract for purchase of real property between State and owner.
() 5. Premises vacated by eligible person on or after relocation authorized but prior to actual possession of title by State.

Date of removal of personal property June 25, 1964

New Address of Claimant 4124 South 400 West, Ogden, Utah

Name and address of moving company Self move

Expenses incurred (by elected method Plan A) \$ 180.00

Storage Expenses (See details on Form Rel. 6)

\$

Total Claim \$ 180.00

Amount of Claim Allowed \$ 180.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts attached hereto accurately reflect moving services actually performed (Plan "B") and that all other information submitted herewith or included herein is true and correct. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

September 23, 1964

Date

Lucy I. Toomer
Signature of Claimant

I certify that the claimant shown above occupied the improvements or part thereof on the above designated parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

SEP 30 1964

Date

Dr. Keith Miller
Relocation Officer

Date Paid Voucher No.

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

(13)

() Individual

(x) Family

Project No. 7-15-86-334

Project Name DAVIS COUNTY LINE TO
31ST STREET, OGDEN

Parcel No. 169: A & 169: S

Auth. No. 5850

Road Sect. 29-1-1

Name Lucy Toomer

Address 3418 South Parker Drive, Ogden, Utah

The undersigned applicant occupying improvements on the above parcel of land elects to have his relocation moving expenses calculated by the method checked below:

(x) Plan A: Fixed Payment Schedule

Residences:				Apartments:			
Maximum Payment				Maximum Payment			
1 room	\$ 40.00	6 rooms	\$140.00	1 room	\$ 25.00	6 rooms	\$ 85.00
2 rooms	55.00	7 rooms	160.00	2 rooms	35.00	7 rooms	100.00
3 rooms	75.00	8 rooms	180.00	3 rooms	45.00	8 rooms	125.00
4 rooms	100.00	9 or more		4 rooms	60.00	9 or more	
5 rooms	125.00	rooms	200.00	5 rooms	70.00	rooms	150.00
Number of Rooms <u>8</u>				\$ <u>180.00</u>			

A compensable room must contain a minimum of seventy (70) square feet of floor space and be occupied or must contain a reasonable amount of furniture or personal property to be moved. An attic, basement room or outbuilding will be considered a room if it meets these requirements.

() Plan B: Actual Moving Expenses. As evidenced by certified invoice from a licensed mover.

If the applicant selects Plan A, the amount of compensation shall be predetermined by the Relocation Officer by filling in the number of eligible rooms and the proper amount (dollars) in the blank space following Plan 'A.' In either method, the amount shall not exceed \$200.00.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I am the head of a family or household; and qualify to receive relocation moving expenses under the laws of Utah. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

Date April 2, 1964

Lucy J. Toomer
Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

Date MAY - 1 1964
Rel. 1

R. Keith Miller
Relocation Officer

478444

FILED AND RECORDED FOR

BOOK 845 PAGE 268

Utah State Dept of Highways
State Office Bldg
S.C. 84114

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Compared ☒ Page ☒

1966 SEP 8 AM 11 14

EASEMENT

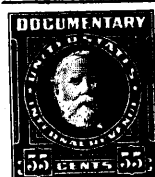
Parcel No. 15-8:169:1E
Project No. 1-15-8(6)334

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William H. Peterson*

Lucy I. Toomer and Myrna Toomer, single women
of Ogden, County of Weber, State of Utah,
hereby grant and convey to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
One hundred and twenty-five and no/100 Dollars,
an easement upon part of an entire tract of property in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section
6, T. 5 N., R. 1 W., S.L.B.&M. in Weber County, Utah, for the purpose of con-
structing and maintaining thereon a drainage facility and appurtenant parts
thereof incident to the construction of a freeway known as Project No. 15-8.

Said part of an entire tract is a parcel of land 15.0 ft. wide, 7.5 ft.
on each side of the following described center line:

Beginning on the southeasterly right of way line of a frontage road for
said project at a point 7.5 ft. perpendicularly distant northerly from the
southerly boundary line of said entire tract, which point is 6.35 chains north
and approximately 500 ft. east from the SW. corner of the NE $\frac{1}{4}$ of said Section
6; thence Easterly 350.0 ft. parallel to and at a distance of 7.5 ft. northerly
from said southerly boundary line. The above described parcel of land contains
0.12 acre, more or less.



WITNESS, the hand of said Grantor s, this 8th day of August
, A. D. 19 66 .

Signed in the presence of:

Lucy I. Toomer
Myrna Toomer

STATE OF UTAH)

: ss.

County of

Weber)

On the 8th day of August, A. D. 19 66, personally appeared before
me, Lucy I. Toomer & Myrna Toomer, women, the signer of the within instrument,
who duly acknowledged to me that he executed the same.

My Commission expires: 3-29-68

Thomas Rasmussen
Notary Public

Form R/W-9

Prepared by ALV, 6-14-66

Pt 1 6498-B

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

(Leber County)

Davis County-31st St. Ogden

Station _____	to Station _____	Project No. <u>1-15-2(6)334</u>	<u>31st-St-Hot-Springs</u>
Side _____ of Highway _____		Parcel No. <u>169:1E</u>	

Date August 9, 1966 Lucy I. Toomer & Myrna Toomer, single women GrantorSof 4124 South 400 West, Ogden, UtahNo. 169:1E Easement _____ deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to Thomas V. Rasmussen

NAME OF AGENT

Agent of Day Agent _____, as escrow agent, with instructions to deliver said deed to
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

Pay cash in full to the grantor for the following:

Land as described in Easement # 169:1E

7. Grantor agrees to pay all taxes assessed against this property.

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEERTotal Cash Settlement \$ 125.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By Thomas V. Rasmussen

RIGHT OF WAY AGENT

By Donald A. Terney

ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE 8/8/66Approved by August 24, 1966
Road Commission Donald A. Terney

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

Lucy I. Toomer
Myrna Toomer

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

Reviewer: \$ 125.00 App.

PROJECT NO. I-15-8(6)334

Bodi Mahmood \$ 240.00

PARCEL NO. 169:1E

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ _____
Easement 0.12 acres at _____ per acre \$ 125.00

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 125.00

Explain items in detail _____

Made settlement on approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel

Signed by Thomas Rasmussen

Date August 3, 1966

UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CONTRACT

Davis Co. Ln. to 31st St.

Station _____ to Station _____ Project No. I-15-8(6)334
Side _____ of Highway Parcel No. 170:A & Surplus 128D:Q

Date April 25, 1988 Davis and Weber Counties Canal Company Grantor _____
of 2910 Washington Blvd. #303, Ogden, Utah 621-7472

No. 170:A Quit Claim TYPE OF INSTRUMENT deed for a tract of land for transportation purposes
over property described in said deed will be delivered to David J. West NAME OF AGENT
Acquisition Supervisor TITLE, as escrow agent, with instructions to deliver said deed to
the Utah Department of Transportation, 4501 South 2700 West, 2nd Floor North, Salt Lake City, Utah 84119,
upon the delivery to said escrow agent, for the undersigned grantor _____, of a copy of this agreement
property executed and approved by the Department of Transportation.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Department of Transportation, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.
2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Department of Transportation, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will do done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Department of Transportation of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Department of Transportation shall comply with the following:

- (A) Grantor agrees to donate to the Utah Department of Transportation 5.676 acres, more or less, of land identified as parcel no. 15-8:170:A, which acreage contains a no-access freeway consisting of inner through traffic lanes and an adjacent easterly frontage road, and is granted without access to or from the remaining properties contiguous to the lands described in parcel no. 170:A, except such remaining properties shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at interchange points as may be established by public authority.
7. As compensation for the above referenced donation of parcel no. 170:A, the Utah Department of Transportation agrees to Quit Claim parcel 15-8:128D:Q, which contains 5.497 acres, more or less, to the Grantors; Davis and Weber Counties Canal Company.

AMOUNT

DONATION

APPROVAL OF CONSTRUCTION ITEMS:

BY _____
DISTRICT DIRECTOR

Total Cash Settlement \$ DONATION

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

UTAH DEPARTMENT OF TRANSPORTATION
Recommended for Approval

By David J. West
RIGHT OF WAY ACQUISITION AGENT

By Demetrius Hallmark 4/26/88
CHIEF, RIGHT OF WAY DIVISION DATE

Approved by _____
Utah Department of Transportation 4-26 1988

Demetrius Hallmark

RIGHT OF WAY DESIGN ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Transportation.

X DAVIS & Weber Counties Canal Co.
by Joseph C. Anderson

GRANTOR _____

DEPUTY

Quit Claim Deed

APR 28 11 18 AM '88

Weber County
(CORPORATION)

Parcel No. 15-8:170:A

Project No. 1-15-8(6)334

DAVIS AND WEBER COUNTIES CANAL COMPANY

a corporation

of the State of UTAH, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah, 84119, Grantee, for the sum \$10.00 Dollars, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land, being 100-feet wide, situate in the Southwest Quarter of Section 13, T. 5 N., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the northeasterly boundary line of the old Davis and Weber Counties Canal property and the easterly right of way line of a frontage road for a freeway known as Project No. 15-8, which point is 1255.65 feet east and 604.88 feet north from the Southwest corner of said Section 13; and running thence N. 12°05' W. 26.40 feet along said northeasterly boundary line, to a point of tangency with a 2200.00-foot radius curve to the left; thence Northerly 310.38 feet along the arc of said curve; thence N. 20°10' W. 3.50 feet along said northeasterly boundary line, to a point of tangency with a 200.00-foot radius curve to the right; thence Northerly 114.14 feet along the arc of said curve; thence N. 12°32' E. 449.60 feet along the easterly boundary line of said canal, to a point of tangency with a 200.00-foot radius curve to the right; thence Northerly 53.99 feet along the arc of said curve; thence N. 28°00' E. 146.50 feet along the southeasterly boundary line of said canal, to an angle point; thence N. 27°16' E. 394.49 feet along said southeasterly boundary line, to a point of tangency with an 800.00-foot radius curve to the left; thence Northerly 303.69 feet along the arc of said curve; thence N. 5°31' E. 147.20 feet along the easterly boundary line of said canal, to a point of tangency with a 100.00-foot radius curve to the right; thence Northeasterly 128.17 feet along the arc of said curve; thence N. 78°57' E. 18.88 feet along the southeasterly boundary line of said canal, to said easterly right of way line; thence N. 14°36'54" E. 110.95 feet along said easterly right of way line, to the northwesterly boundary line of said canal; thence S. 78°57' W. 66.93 feet along said northwesterly boundary line, to a point of tangency with a 200.00-foot radius curve to the left; thence Southwesterly 256.33 feet along the arc of said curve; thence S. 5°31' W. 147.20 feet along the westerly boundary line of said canal, to a point of tangency with a 700.00-foot radius curve to the right; thence Southerly 265.73 feet along the arc of said curve; thence S. 27°16' W. 393.85 feet along the northwesterly boundary line of said canal to an angle point; thence S. 28°00' W. 145.86 feet along said northwesterly boundary line, to a point of tangency with a 300.00-foot radius curve to the left; thence Southerly 80.98 feet along the arc of said curve; thence S. 12°32' W. 449.60 feet along the westerly boundary line of said canal, to a point of tangency with a 300.00-foot radius curve to the left; thence Southerly 171.22 feet along the arc of said curve; thence S. 20°10' E. 3.50 feet along the southwesterly boundary line of said canal, to a point of tangency with a 2100.00-foot radius curve to the right; thence Southeasterly 296.27 feet along the arc of said curve; thence S. 12°05' E. 44.46 feet along said southwesterly boundary line, to a point of tangency with a 2100.00-foot radius curve to the left; thence Southeasterly 106.29 feet along the arc of

Page 2

said curve; thence S. 14°59' E. 28.00 feet along said southwesterly boundary line, to a point of tangency with a 1100.00-foot radius curve to the right; thence Southerly 203.05 feet along the arc of said curve, to the northwesterly right of way line of the relocated Davis and Weber Counties Canal; thence N. 22°29'54" E. 193.44 feet along said northwesterly right of way line, to said northeasterly boundary line; thence Northwesterly 48.41 feet along said northeasterly boundary line, along the arc of a 1200.00-foot radius curve to the left (Note: Tangent to said curve at its point of beginning bears N. 12°40'19" W.); thence N. 14°59' W. 28.00 feet along said northeasterly boundary line, to a point of tangency with a 2000.00-foot radius curve to the right; thence Northwesterly 101.23 feet along the arc of said curve; thence N. 12°05' W. 18.06 feet along said northeasterly 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 5.676 acres.

The above described parcel of land is for a no-access freeway consisting of inner through traffic lanes and an adjacent easterly frontage road, and is granted without access to or from the remaining properties contiguous to the lands hereby conveyed except such remaining properties shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at interchange points as may be established by public authority.

IN WITNESS WHEREOF, said DAVIS AND WEBER COUNTIES CANAL CO. has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25TH day of APRIL, A.D. 1988.

DAVIS & WEBER COUNTIES CANAL CO. CORP.,

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

By Joseph Dawson
JOSEPH DAWSON, President

On the date first above written personally appeared before me, JOSEPH DAWSON, President, who, being by me duly sworn, sa that he is the PRESIDENT of DAVIS & WEBER COUNTIES CANAL CO., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of BOARD OF DIRECTORS, and the said JOSEPH DAWSON acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal the date in this certificate first above written.

My Commission expires 1-12-1991

David J. West
Notary Public

I-15-7(18)326

I-15-8(6)334

Davis and Weber Counties

Parcel 170: X

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of JAN 4 - 1963 1963, by and between the State Road Commission of Utah, hereinafter referred to as Commission first party and Davis and Weber Counties Canal Company, a corporation of the State of Utah, hereinafter referred to as the Company second party.

WHEREAS, the Commission is engaged in constructing that certain section of interstate highway No. 15 identified as I-15-7(18)326, South Limits of Layton to Weber County Line and I-15-8(6)334, Weber-Davis County Line to 31st Street in Ogden, which construction necessitates work consisting of relocating Company's canal to clear construction of said interstate highway in the vicinity of highway engineer's stations 647 to 662 and 781 to 836 on project I-15-7(18)326 and in the vicinity of 873 to 898 on project I-15-8(6)334 as shown in detail in plans for construction project I-15-7(41)331, I-15-7(45)332, I-15-8(12)334, Contract No. 1, which are attached hereto marked Exhibit A and by this reference made a part hereof.

AND WHEREAS, the Company has determined, with the concurrence of the Commission, that no extended service life results from said work. X

AND WHEREAS, the Commission has determined by formal finding that payment for said work on private right of way is not in violation of the laws of the State or any legal contract with the Company.

AND WHEREAS, the Company desires to inspect the work on its facilities performed by Commission's contractor and is entitled to do so.

THIS AGREEMENT is made to set out the terms and conditions whereunder said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Commission with its regular engineering force, at the sole cost and expense of the Commission will prepare plans, specifications, cost estimate, call for bids, award and supervise a contract for said work.

2. The Commission through its contractor, at the sole cost and expense of the Commission will furnish all labor and material necessary to perform said work.

3. The Company may, at its discretion, place a qualified inspector on the project, for such periods during construction of the project as is necessary to determine that facilities of the Company are being relocated and reconstructed to the satisfaction of the Company. Said Company inspector shall not give orders direct to Commission's contractor but shall work with and through Commission's project engineer or his delegate in all matters pertaining to construction by Commission's contractor.

I-15-7(18)326

I-15-8(6)334

Davis and Weber Counties

Davis and Weber Counties Canal Company

4. Cost of inspection by Company's inspector shall be at sole cost and expense of the Commission. An estimate of these costs follow:

Inspection	500	hours	@ 3.50 per hour	\$ 1,750.00
Transportation	2500	miles	@ 0.07 per mile	<u>175.00</u>

TOTAL ESTIMATED COST \$ 1,925.00

5. The Commission will reimburse the Company for inspection costs incurred during the progress of the work at intervals of not less than thirty days. Reimbursement will be made within fifteen days after receipt of itemized bills, in six copies, bearing the project number together with supporting sheets therefor covering the costs incurred by the Company. Said billings shall be plainly marked as progress or final billing.

6. The relocation and reconstruction of Company's facilities shall be performed during the period specifically set out in the special provision attached to Commission's contract document, a copy being attached hereto, marked Exhibit B and by this reference made a part hereof.

7. The Commission will be responsible for conformance of work of its contractor to all details of said plans and specifications for said work and will, for a period of three years from date of completion of said work, repair and/or reconstruct any portion of said work that fails due to faulty workmanship or materials.

8. The Commission will be responsible for the hydraulic design of the relocated canal, control gates, measuring devices, and laterals affected by said relocations, for guaranteed adequacy of capacity and proper functioning of said relocated canal, control gates, measuring devices and laterals to deliver the amount of water at the points specified by the Company as shown on Exhibit C attached hereto and by this reference made a part of this agreement. Commission will, within one year, adjust or reconstruct any part of said relocated canal, control gates, measuring devices and laterals that fail to deliver, to control, or measure properly the specified amount of water at the specified location.

9. The Company assumes no responsibility for any resulting damage or inconvenience caused to any of its stockholders or water users by reason of relocation of said canal and the Commission hereby agrees to indemnify and save harmless said Company from any and all claims arising or which may arise therefrom.

10. The Commission will, at its sole cost and expense maintain, repair, and when necessary replace the canal structures to be constructed under said project as called for in said Exhibit A, except that the water way through or under said canal structures shall be maintained and kept free from objection-

I-15-7(18)326

I-15-8(6)334

Davis and Weber Counties

Davis and Weber Counties Canal Company

able material by the Company. The Commission will not be responsible for construction or reconstruction of said canal structures to conform to any future plans of the Company to relocate or increase the capacity of said canal or laterals.

11. On completion of said work by Commission's contractor and on final acceptance thereof by the Commission and the Company, the Company shall at its sole cost and expense maintain, repair, and renew the canal and appurtenances thereto and the service road as constructed under the terms of this agreement and shall indemnify and save harmless and relieve the Commission from any and all expense for such maintenance, repair and renewal, except as provided for in Sections 7, 8, and 10 of this agreement.

12. It is understood that the work to be performed under the terms of this agreement is a part of a Federal-aid highway project. Reimbursement will be made only for the items of expense that comply fully with the provisions of the Bureau of Public Roads' Policy and Procedure Memorandum No. 30-4, a copy of which has been furnished to the Company and any supplements or amendments thereto that were in effect prior to the execution of this agreement.

13. The Commission and/or the U. S. Bureau of Public Roads shall have the right to audit all cost records and accounts of the Company pertaining to this project in accordance with the auditing procedure of the U. S. Bureau of Public Roads' Policy and Procedure Memorandum No. 30-4. Should this audit disclose that the Company has been underpaid, they will be reimbursed by the Commission upon submission of additional billing to cover the underpayment. Should this audit disclose that the Company has been overpaid they will either reimburse the Commission or advise them of their objection within thirty days.

14. All the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

I-15-7(18)326

I-15-8(6)334

Davis and Weber Counties

Davis and Weber Counties Canal Company

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written. ✓

ATTEST:

DAVIS AND WEBER COUNTIES CANAL COMPANY,
A CORPORATION OF THE STATE OF UTAH

Paul Harris
Title Mgr.

By *H. L. Barnes*
Title President

(Express Corporate Seal)

*** ** ** ** **

ATTEST:

STATE ROAD COMMISSION OF UTAH

Clarence J. Allen
Secretary JAN 4 1963

By *L. R. Burton*
Director of Highways

RECOMMENDED FOR APPROVAL:

APPROVED AS TO AVAILABILITY OF FUNDS
UTAH STATE COMMISSION OF FINANCE

D. W. Lippin
Deputy Director - Construction
and Maintenance

By *C. R. Stephens*
Chairman

Keith Wilson
Utility and Railroad Agreements
Engineer

W. D. [unclear]
Commissioner

APPROVED AS TO FORM:

A. PRATT KESLER, ATTORNEY GENERAL

[unclear]
Commissioner

By *Keith H. Hunt*
Attorney General

I, do hereby certify that this is a true
copy of the original document.

By *Elva W. [unclear]*
Title Administrative Assistant

Date January 14, 1963

1945 MAY 3 AM 11 06

L. & T. No. 8552

AUDIT. _____

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

QUITCLAIM DEED

15-8:171
1-15-8(6)334

THE OGDEN UNION RAILWAY AND DEPOT COMPANY, Grantor, of Ogden, Weber County, Utah, hereby quitclaims, except as hereinafter provided, to the State Road Commission of Utah, Grantee, of Salt Lake City, Salt Lake County, Utah, for the sum of FOUR HUNDRED EIGHTY THREE AND NO/100 DOLLARS (\$483.00), the following described tract of land in Weber County, Utah, to wit:

A parcel of land situate in the NE $\frac{1}{4}$ of Section 6, Township 5 North, Range 1 West of the Salt Lake Meridian, in Weber County, Utah, bounded and described as follows:

Beginning at the northwest corner of that certain first described tract of land which was heretofore conveyed by Thomas Russell, et al, to The Ogden Union Railway and Depot Company by warranty deed dated June 27, 1942, said corner being 1624 feet, more or less, distant South and 1644 feet, more or less, distant West from the northeast corner of said Section 6;

thence East along the north line of said tract of land heretofore conveyed to The Ogden Union Railway and Depot Company by said deed dated June 27, 1942, a distance of 323.1 feet;

thence S. 67° 37' W. a distance of 172.0 feet;

thence S. 77° 34' W. a distance of 168.0 feet, more or less, to a point in the west line of said tract of land heretofore conveyed to The Ogden Union Railway and Depot Company by said deed dated June 27, 1942;

thence North along the west line of said tract heretofore conveyed by said deed dated June 27, 1942, a distance of 101.67 feet, more or less, to the point of beginning.

Containing an area of .43 of an acre, more or less.

Also, a parcel of land situate in the NE $\frac{1}{4}$ of Section 6, Township 5 North, Range 1 West of the Salt Lake Meridian, in Weber County, Utah, bounded and described as follows:

Commencing at Engineer's Station 214+02.34 in the center line of 31st Street (Project No. 037-1) which is a point that bears N. 83° 24' E. along said center line a distance of 220.34 feet from the point of intersection of said center line with a line 660 feet distant west from the east line of Section 31, Township 6 North, Range 1 West;

thence southeasterly along a straight line drawn at right angles to said center line of 31st Street a distance of 100.0 feet to a point in the southerly line of property heretofore conveyed by The Ogden Union Railway and Depot Company to State Road Commission of Utah for highway by quitclaim deed dated December 21, 1959;

thence southwesterly, at right angles, along the southerly line of said property heretofore conveyed for highway a distance of 60.0 feet;

thence southerly at right angles, a distance of 122.0 feet to a point of tangency with a 170.0 foot radius curve to the right;

thence southerly along said curve to the right a distance of 60 feet, more or less, to a point in the north line of said Section 6;

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thence east along the north line of said Section 6 a distance of 110 feet, more or less, to a point 110.0 feet distant easterly, measured radially, from the last described curved line, which point is 368.56 feet distant westerly from the northeast corner of said Section 6 and is the true point of beginning of the parcel of land hereby being described.

thence west along the north line of Section 6 a distance of 5 feet, more or less, to a corner in the westerly boundary line of that certain tract of land which was heretofore conveyed by Thomas Russell, et al, to The Ogden Union Railway and Depot Company by warranty deed dated June 25, 1942;

thence south along the westerly boundary line of said tract heretofore conveyed by said deed dated June 25, 1942, a distance of 27.0 feet;

thence northerly along a line curving to the left, having a radius of 280.0 feet a distance of 27 feet, more or less, to the true point of beginning.

Containing an area of .02 of an acre, more or less.

Excepting and reserving to the Grantor herein any and all water rights pertaining to the above described land.

EXCEPTING from this grant and reserving unto the Grantor, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors or assigns.

Witness the hand of said Grantor this 20th day of January, 1965.

Witness:

Attest:

Secretary

THE OGDEN UNION RAILWAY AND DEPOT COMPANY

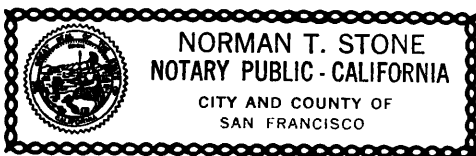
By

President

STATE OF CALIFORNIA, } ss.
City and County of San Francisco

BOOK 804 PAGE 236

On this JAN. 29 65 day of January in the year One Thousand Nine Hundred and Sixty before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. D. Lamprecht and T. F. Ryan, known to me to be the ~~Vice~~ President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.



Corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Norman T. Stone, Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires October 24, 1968.

449746

RECORDED AND RECORDED FOR

BOOK 804 PAGE 237

L. & T. No. 8562

AUDIT

ROUTE EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

EASEMENT AGREEMENT

15-8:171:E
1-15-8(6)334

THIS AGREEMENT, made and entered into this 20th day of January, 1965, by and between The Ogden Union Railway and Depot Company, a corporation of the State of Utah, Grantor, and the State Road Commission of Utah, Grantee,

WITNESSETH:

That the Grantor, for and in consideration of the sum of EIGHT HUNDRED SEVENTY TWO AND NO/100 DOLLARS (\$872.00) to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, hereby conveys unto the Grantee a temporary easement and right of way for the purpose of constructing thereon a channel relocation for Weber River and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8, across portions of the property of the Grantor in the County of Weber, State of Utah, described as follows:

A rectangular tract of land situate in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6, Township 5 North, Range 1 West of the Salt Lake Meridian, in Weber County, Utah, bounded and described as follows:

Commencing at the northwest corner of that certain first described tract of land which was heretofore conveyed by Thomas Russell, et al, to The Ogden Union Railroad and Depot Company by warranty deed dated June 27, 1942, said corner being 1624 feet, more or less, distant south and 1644 feet, more or less, distant west from the northeast corner of said Section 6;

thence East along the north line of said tract of land heretofore conveyed to The Ogden Union Railway and Depot Company by said deed dated June 27, 1942, a distance of 323.1 feet to the true point of beginning of the tract of land hereby being described;

thence continuing East along the north line of said tract of land heretofore conveyed to The Ogden Union Railway and Depot Company by said deed dated June 27, 1942, a distance of 150.0 feet;

thence South, at right angles, a distance of 242.0 feet;

thence West, at right angles, a distance of 150.0 feet;

thence North, at right angles, a distance of 242.0 feet to the true point of beginning.

Containing an area of .83 of an acre, more or less.

After Weber River is relocated on above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said Weber River or appurtenant parts thereof, and upon the completion of such relocation this easement shall terminate and the State Road Commission of Utah shall have no further right, title or interest in the above described property.

PART OF 6496 = *[initials]*
☒ Platted
☒ Indexed
☒ Abstracted
☒ Page
☒ Recorded
☒ Compared



IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its _____ President, and its corporate seal to be hereunto affixed by its _____ Assistant Secretary, the day and year first above written.

THE OGDEN UNION RAILWAY AND DEPOT COMPANY

By _____
President

Witness:

Attest: _____
Secretary

STATE OF _____)
County of _____) : SS

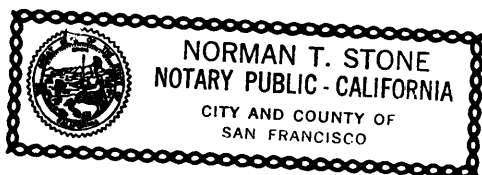
On the _____ day of _____, 196____,
personally appeared before me _____
and _____, who being duly sworn, did say that
they are the _____ President and _____ Assistant Secretary, respect-

THE OGDEN UNION RAILWAY AND DEPOT COMPANY, a Utah corporation, and that

BOOK 804 PAGE 239

STATE OF CALIFORNIA,
City and County of San Francisco } ss.

On this _____ day of _____, 1965, in the year One Thousand Nine Hundred and Sixty
before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(65 Market St.) W. D. Lamprecht and T. F. Ryan, known to me to be the _____ President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.



Corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Norman T. Stone, Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires October 24, 1968.

449874

FILED AND RECORDED FOR

State Road Comm.
1945 MAY 3 PM 3:55

BOOK 804 PAGE 334

Follows 10608 (2)

Filed ☒ Indexed ☒Recorded ☒ Abstracted ☒Compared ☒ Page ☒

L. & T. No. 8560

AUDIT

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

QUITCLAIM DEED

15-8:175
1-15-8(6)334

THE OGDEN UNION RAILWAY AND DEPOT COMPANY, Grantor, of Ogden, Weber County, Utah, hereby quitclaims, except as hereinafter provided, to the State Road Commission of Utah, Grantee, of Salt Lake City, Salt Lake County, Utah, for the sum of FOUR HUNDRED FIFTY TWO AND NO/100 DOLLARS (\$452.00), the following described tract of land in Weber County, Utah, to wit:

A parcel of land situate in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, Township 6 North, Range 1 West of the Salt Lake Meridian, in Weber County, Utah, bounded and described as follows:

Commencing at Engineer's Station 214+02.34 in the center line of 31st Street (Project No. 037-1) which is a point that bears N. 83° 24' E. along said center line a distance of 220.34 feet from the point of intersection of said center line with a line 660 feet distant west from the east line of said Section 31;

thence southeasterly along a straight line drawn at right angles to said center line of 31st Street a distance of 100.0 feet to a point in the southerly line of property heretofore conveyed by The Ogden Union Railway and Depot Company to State Road Commission of Utah for highway by quitclaim deed dated December 21, 1959, which is the true point of beginning of the parcel of land hereby being described;

thence southwesterly, at right angles, along the southerly line of said property heretofore conveyed for highway, a distance of 60.0 feet;

thence southerly at right angles, a distance of 122.0 feet to a point of tangency with a 170.0 foot radius curve to the right;

thence southerly along said curve to the right a distance of 60 feet, more or less, to a point in the south line of said Section 31;

thence east along said south line of Section 31 a distance of 110 feet, more or less, to a point 110.0 feet distant easterly, measured radially, from the last described curved line;

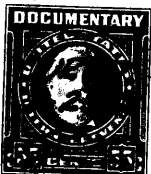
thence northerly along a line curving to the left, having a radius of 280.0 feet and which is concentric with and 110.0 feet distant easterly, measured radially, from said last above described curve with radius of 170.0 feet, a distance of 77 feet, more or less, to a point opposite the northerly end of said above described curve;

thence northwesterly along a straight line tangent to the end of the last described curve a distance of 122.0 feet to a point in said southerly line of property heretofore conveyed for highway;

thence southwesterly at right angles along said southerly line of property heretofore conveyed for highway a distance of 50.0 feet to the true point of beginning.

Containing an area of .48 of an acre, more or less.

Excepting and reserving to the Grantor herein any and all water rights pertaining to the above described land.

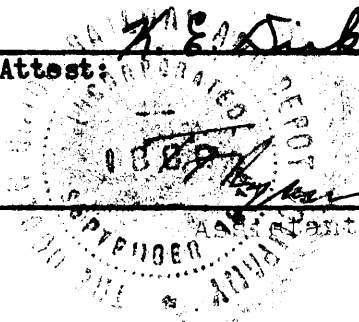


EXCEPTING from this grant and reserving unto the Grantor, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors or assigns.

Witness the hand of said Grantor this 20th day of January, 1965.

Witness:

THE OGDEN UNION RAILWAY AND DEPOT COMPANY

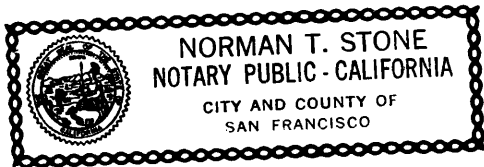
Attest: [Signature]

[Signature] Secretary

By [Signature]
 President

STATE OF _____ }
 County of _____ } ss.

STATE OF CALIFORNIA, }
 City and County of San Francisco } ss.

On this _____ day of _____ in the year One Thousand Nine Hundred and Sixty _____
 before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
 W. D. Lamprecht and T. F. Ryan, known to me to be the ~~President~~ President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.



Corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

[Signature]
 Norman T. Stone, Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires October 24, 1968.

Notary Public

Residing at: _____

My Commission Expires: _____

FILED AND RECORDED FOR

State Road Comm.

1965 MAY 3 AM 11 06

L. & T. No. 8561

AUDIT. _____

77

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*QUITCLAIM DEED

15-8:175:S

1-15-8(6)334

THE OGDEN UNION RAILWAY AND DEPOT COMPANY, Grantor, of Ogden, Weber County, Utah, hereby quitclaims, except as hereinafter provided, to the State Road Commission of Utah, Grantee, of Salt Lake City, Salt Lake County, Utah, for the sum of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), the following described tract of land in Weber County, Utah, to wit:

A parcel of land situate in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, Township 6 North, Range 1 West of the Salt Lake Meridian, in Weber County, Utah, bounded and described as follows:

Commencing at Engineer's Station 214+02.34 in the center line of 31st Street (Project No. 037-1) which is a point that bears N. 83° 24' E. along said center line a distance of 220.34 feet from the point of intersection of said center line with a line 660 feet distant west from the east line of said Section 31;

thence southeasterly along a straight line drawn at right angles to said center line of 31st Street a distance of 100.0 feet to a point in the southerly line of property heretofore conveyed by The Ogden Union Railway and Depot Company to State Road Commission of Utah for highway by quitclaim deed dated December 21, 1959;

thence southwesterly, at right angles, along the southerly line of said property heretofore conveyed for highway a distance of 60.0 feet to the true point of beginning of the parcel of land hereby being described;

thence southerly at right angles, a distance of 122.0 feet to a point of tangency with a 170.0 foot radius curve to the right;

thence southerly along said curve to the right a distance of 60 feet, more or less, to a point in the south line of said Section 31;

thence west along said south line of Section 31, a distance of 180 feet, more or less, to a corner in the westerly boundary line of that certain property which was heretofore conveyed by Thomas Russell, et al, to The Ogden Union Railway and Depot Company by warranty deed dated June 25, 1942;

thence North along the westerly boundary line of said property heretofore conveyed to The Ogden Union Railway and Depot Company by said deed dated June 25, 1942, a distance of 166 feet, more or less, to a point in the southerly line of said property heretofore conveyed to State Road Commission of Utah for highway;

thence N. 83° 24' E. along the southerly line of said property heretofore conveyed for highway, a distance of 171 feet, more or less, to the true point of beginning.

Containing an area of .71 of an acre, more or less.

Excepting and reserving to the Grantor herein any and all water rights pertaining to the above described land.

Follow 10608 (1)

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Abstracted	☒
Page	☒



EXCEPTING from this grant and reserving unto the Grantor, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors or assigns.

Witness the hand of said Grantor this 20th day of January, 1965.

THE OGDEN UNION RAILWAY AND DEPOT COMPANY

Witness:

A. E. Dicks
Attest:

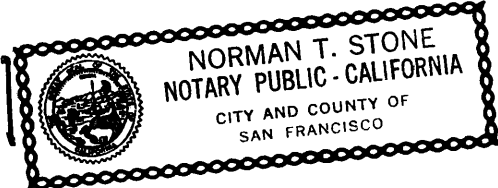
By [Signature]

BOOK 804 PAGE 242

STATE OF CALIFORNIA,
City and County of San Francisco } ss.

On this JAN. 29 65 day of January in the year One Thousand Nine Hundred and Sixty-
before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
W. D. Lamprecht and T. F. Ryan, known to me to be the ~~President~~ President and Assistant Sec-
retary, respectively, of the corporation described in and that executed the within instrument,
and also known to me to be the persons who executed it on behalf of the corporation therein
named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in the City and County of San Francisco, the day and year in this certificate
first above written.



Corporation

[Signature]
Norman T. Stone, Notary Public in and for the City and County of San Francisco, State of
California.

My Commission Expires October 24, 1968.

Secretary,

OGDEN UNION RAILWAY AND DEPOT COMPANY, a Utah corporation,
and that said instrument was signed in behalf of said corporation by authority of
a resolution of its Board of Directors, and said _____
and _____ acknowledged to me that said corporation
executed the same.

Notary Public

Residing at: _____

My Commission Expires:

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Recorded

02

Station _____ to Station _____ Project No. I-15-8(6)334 31st St. Ogden
 _____ Side _____ of Highway _____ Parcel No. 171, 171:E, 175, 175:S Near Weber River

Date March 18, 1964 The Ogden Union Railway & Depot Company Grantor _____

of Union Pacific Passenger Depot, Ogden, Utah

171 175,

No. 171:E, 175:S Quit Claim & Easement

TYPE OF INSTRUMENT

_____ deed for a tract of land for State highway purposes

over property described in said deed will be delivered to Benj. W. Andrus

NAME OF AGENT

Right-of-Way Agent

_____, as escrow agent, with instructions to deliver said deed to
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

Pay cash in full to the grantors for the following:

Land as described in Quit Claim Deeds No. 171

175

175:S

Land as described in Easement

No. 171:E

APPROVAL OF CONSTRUCTION ITEMS:

By _____
 DISTRICT ENGINEER

Total Cash Settlement \$ 2,557.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By Anthony R. Rudolph
 RIGHT OF WAY AGENT

By Clarence J. Williams
 ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by March 19, 1965
 Road Commission

Clarence J. Williams

Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

THE OGDEN UNION RAILWAY & DEPOT CO.

Benj. W. Andrus
 President

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8 (6) 334 Dean Holbrook \$ 1,355.00
PARCEL NO. 171 & 171:E Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 483.00
Easement _____ acres at _____ per acre \$ 872.00
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ 1,355.00
- Net Amount \$ 1,355.00

Explain items in detail _____

Settlement made on the reviewed approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by Anthony S. Rudolph

Date March 9, 1965

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8 (6) 334 Dean W. Holbrook \$ 452.00
PARCEL NO. 175 Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 452.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 452.00

6. Salvage, amount \$ _____

Net Amount \$ 452.00

Explain items in detail

Settlement made on the reviewed approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by Anthony S. Rudolph

Date March 9, 1965

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8 (6) 334

Dean W. Holbrook \$ 750.00
Pre-negotiation appraisals

PARCEL NO. 175:S

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ 750.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 750.00

6. Salvage, amount \$ _____

Net Amount \$ 750.00

Explain items in detail

Settlement made on the reviewed approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Anthony S. Rudelich

Date March 9, 1965

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BOOK

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State Road Commission

1964 SEP 2 AM 11 58

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☒ Abstracted

Compared

☒ Page

RUTH EAMES OLSEN

WEBER COUNTY RECORDER

DEPUTY

Quit Claim Deed

(CITY)

Parcel No. 15-8:172

Project No. 1-15-8(6)334

OGDEN CITY CORPORATION, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Four thousand two hundred fifty-five and no/100 Dollars, the following described parcels of land in Weber County, State of Utah, to-wit:

Two parcels of land in fee for a frontage road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in the S $\frac{1}{2}$ NE $\frac{1}{4}$ and Lot 1 of Section 6, T. 5 N., R. 1 W., S.L.B. & M. The boundaries of said parcels of land are described as follows:

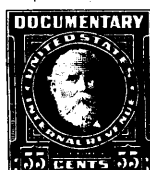
Beginning on the north line of said Section 6 at a point 373.56 ft. west from the NE. corner of said Section 6; thence West 105 ft., more or less, to a point 60.0 ft. radially distant westerly from the center line of said frontage road; thence Southerly 174 ft., more or less, along the arc of a 170.0 ft. radius curve to the right to a point opposite frontage road Engineer Station 113+05.42 (Note: Tangent to said curve at its point of beginning bears approximately N. 13° 55' E.); thence S. 72° 34' W. 280.71 ft. to a point of tangency with a 290.0 ft. radius curve to the left; thence Westerly 225 ft., more or less, along the arc of said 290.0 ft. radius curve to the northerly right of way line of the U.P.R.R.; thence N. 74° 19' E. 520 ft., more or less, along said northerly right of way line to a point 50.0 ft. radially distant southerly from the center line of said frontage road; thence Easterly 245 ft., more or less, along the arc of a 280.0 ft. radius curve to the left to the east boundary line of said entire tract (Note: Tangent to said curve at its point of beginning bears approximately N. 66° 01' E.); thence North 27 ft., more or less, along said east boundary line to the point of beginning.

ALSO:

Beginning at the SW. corner of said entire tract, which point is approximately 1660 ft. west and 1620 ft. south from the NE. corner of said Section 6; thence N. 34° 00' E. 22 ft., more or less, to a point 60.0 ft. perpendicularly distant northerly from the center line of said frontage road; thence N. 69° 12' E. 8 ft., more or less, to a point opposite frontage road Engineer Station 92+00; thence N. 60° 40' E. 101.1 ft. to a point 75.0 ft. perpendicularly distant northerly from said center line at Engineer Station 93+00; thence N. 69° 12' E. 360.19 ft.; thence N. 35° 55' E. 178.9 ft. to a point 70.0 ft. perpendicularly distant west from said center line at frontage road Engineer Station 99+37.98; thence N. 01° 41' E. 341.4 ft.; thence Northerly 320 ft., more or less, along the arc of a 1969.86 ft. radius curve to the right to the southerly right of way line of the U.P.R.R. (Note: Tangent to said curve at its point of beginning bears North); thence Easterly 8 ft., more or less, along said southerly right of way line to an easterly right of way line of said U.P.R.R.; thence North 10 ft., more or less, along said easterly right of way line to a southerly right of way line of said U.P.R.R.; thence N. 74° 19' E. 65 ft., more or less, along said southerly right of way line to the easterly boundary line of said entire tract; thence S. 05° 00' W. 295 ft., more or less, to an easterly boundary line of said entire tract; thence S. 01° 50' W. 272.0 ft.; thence S. 23° 49' W. 270.0 ft.; thence S. 50° 00' W. 100.0 ft.; thence S. 05° 00' E. 135 ft., more or less, to a point N. 67° 37' E. from a point 75.0 ft. perpendicularly distant southerly from said center line at frontage road Engineer Station 93+00; thence S. 67° 37' W. 152 ft., more or less, to the south boundary line of said entire tract; thence West 320 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah.

The above described parcels of land contain 4.05 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.



Continued on Page 2

RW Special

PAGE 2

Parcel No. 15-8:172
Project No. 1-15-8(6)334

IN WITNESS WHEREOF, the said Ogden City Corp.
has caused this instrument to be executed by its proper officers thereunto
duly authorized, this 17 day of April, A.D. 1964.

ATTEST:

Mary E. Smith
City Recorder

Samuel B. Hood

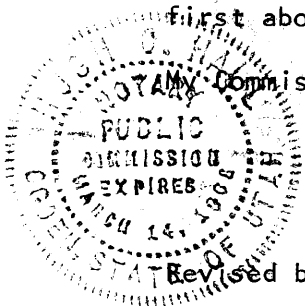
By _____

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On this 17th day of April, A.D. 1964, personally
appeared before me, Samuel B. Hood and Mary E. Smith, who, being by me duly
sworn said that they are City Manager and City Recorder of
respectively, of Ogden City, a municipal corporation of the State
of Utah, and that the within and foregoing instrument was signed in behalf of
said city by authority of a resolution adopted at a regular meeting of the
Council of Ogden City held on the 16th day of April
A.D. 1964, and the said Samuel B. Hood and Mary E. Smith acknowledged to me that said
city executed the same.

WITNESS my hand and official seal the day and year in this certificate
first above written.

Notary Commission expires _____



Hugh O. Hall
Notary Public

Revised by JLB, 1/10/64

433679

Mo. Dec.

FILED AND RECORDED FOR

State Road Commission

1964 SEP 2 AM 11 59

BOOK 783 PAGE 344

REF ONLY

Plotted	☒	Indexed	☒
Recorded	☒	Abstracted	☒
Compared	☒	Page	☒

 RUTH EAMES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY *Lillian K. Peterson*

EASEMENT

 Description No. 15-8:172:E
 Project No. 1-15-8(6)334

Ogden City Corporation

of Ogden, County of

Weber

Grantor,

, State of Utah,

 hereby grants and conveys to the State Road Commission of Utah, Grantee, for the
 sum of Four thousand three hundred and seventy and no/100 Dollars

 an easement upon part of an entire tract of property in Lot 1 and in the SE $\frac{1}{4}$ NE $\frac{1}{4}$
 of Section 6, T. 5 N., R. 1 W., S. L. M. in Weber County, Utah, for the purpose of
 constructing thereon a channel relocation for Weber River and appurtenant parts
 thereof incident to the construction of a freeway known as Project No. 15-8.

 Said part of entire tract is three separate parcels of land, referred to as
 parcels "A", "B", and "C".

 Parcel "A" is bounded on the westerly side by a line parallel to and 75.0
 ft. distant westerly from the center line of said channel relocation and bounded
 on the easterly side, from the north line of said Section 6, by a line parallel
 to and 75.0 ft. distant easterly from said center line to the northwesterly right
 of way line of a frontage road for said project; thence by said northwesterly
 right of way line to the northerly right of way line of the U.P.R.R. Said center
 line is described as follows:

 Beginning at the intersection of said north line and said center line approxi-
 mately at Engineer Station 25+55, which point is approximately 950 ft. west
 from the NE. corner of said Section 6; thence Southerly 200 ft., more or less,
 along the arc of a 464.01 ft. radius curve to the right to a point of reverse
 curve with a 1055.45 ft. radius curve to the left (Note: Tangent to said curve
 at its point of beginning bears approximately S. 2° 20' W.); thence Southerly
 225 ft., more or less, along the arc of said 1055.45 ft. radius curve to the
 intersection of said center line and said north right of way line of the U.P.R.R.,

 Parcel "B" is bounded on the westerly side by a line parallel to and 75.0
 ft. distant westerly from the center line of said channel relocation and bounded
 easterly by the westerly right of way line of said frontage road for said project.
 Said center line is described as follows:

 Beginning at the intersection of the southeasterly right of way line of the
 U.P.R.R. and said center line approximately at Engineer Station 18+89, which
 point is approximately 1120 ft. west and 638 ft. south from the NE. corner of
 said Section 6; thence S. 9° 30' W. 800 ft., more or less, to the intersection
 of said center line and the northerly right of way line of said frontage road.

 Parcel "C" is bounded on the easterly side by a line parallel to and 75.0
 ft. distant easterly from the center line of said channel relocation. Said center
 line is described as follows:

 Beginning at the intersection of the southeasterly right of way line of said
 frontage road for said project and said center line approximately at Engineer
 Station 9+28, which point is approximately 1245 ft. west and 1587 ft. south
 from the NE. corner of said Section 6; thence South 35 ft., more or less, to
 the intersection of said center line and the southerly boundary line of said en-
 tire tract.

The above described parcels of land contain 4.16 acres, more or less.

 After said Weber River is relocated on above described part of an entire
 tract at the expense of said State Road Commission, said State Road Commission is
 thereafter relieved of any further claim or demand for costs, damages or main-
 tenance charges which may accrue against said Weber River or appurtenant parts
 thereof.
PART OF
PAGE-A, BPART OF
PAGE-B, C, D, E

-2-

15-8:172:E
1-15-8(6)334

IN WITNESS WHEREOF, the said Ogden City Corporation
has caused this instrument to be executed by its proper officers thereunto duly
authorized, this 17 day of April, A.D. 1964

ATTEST:

Mary E. Smith
City Recorder

Samuel B. Hood
City Manager

STATE OF UTAH)
: ss.
County of Weber)

On this 17th day of April, A.D. 1964, personally
appeared before me, Samuel B. Hood and Mary E. Smith
who, being by me duly sworn, ~~sa, xxxxxx~~ did say that they are the City Manager and
City Recorder, respectively, of Ogden City corporation, and that said instrument was
signed in behalf of said corporation by authority of a resolution adopted at a regular
meeting of the Council of Ogden City held, April 16, 1964, and the said Samuel B. Hood and Mary E. Smith
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 _____

Lugh C. Hall
Notary Public

Prepared by TJT, 9-26-63

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>1038+00+</u>	to Station <u>1051+50+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St. in Ogden</u>
<u>Easterly</u>	Side <u>of Highway</u>	Parcel No. <u>172 & 172:E</u>	at intersection of <u>I-15 and 31st St.</u>

Date 19 May 1964 Ogden City Corporation Grantor

of Municipal Building, Ogden, Weber County, Utah
172 & Easement and
 No. 172:E Quit Claim (City) deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed have been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent TITLE, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

Land as described in Quit Claim (City) Deed No. 15-8:172
 Land as described in Easement No. 15-8:172:E

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By *[Signature]*
 DISTRICT ENGINEER

Total Cash Settlement \$ 8,625.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By *[Signature]*
 RIGHT OF WAY AGENT
 By *[Signature]*
 ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

OGDEN CITY CORPORATION

[Signature]
 City Manager

Approved by
 Road Commission *[Signature]* 19 64

[Signature]
 Commission Secretary

RIGHT OF WAY ENGINEER

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 D. Holbrook \$8,625.00
PARCEL NO. 172 & 172:E Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 4.05 acres at \$1,050.00 per acre \$4,255.00
Easement 4.16 acres at \$1,050.00 per acre \$4,370.00

2. Value of improvement taken or destroyed: \$ _____

3. Damages (Proximity, severance, etc.): \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$8,625.00

6. Salvage, amount \$ _____

Net Amount \$8,625.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *H. Wells Peck* Date 15 June 1964

FILED AND RECORDED FOR

State Road Commission
1964 SEP 2 AM 11 58Plotted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒EDITH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Edith Eames Olsen***Quit Claim Deed**(CONTROLLED ACCESS)
(City)Parcel No. 15-8:172:A
Project No. 1-15-8(6)334

Ogden City Corporation, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Twenty-three thousand one hundred and no/100 Dollars the following described parcels of land in Weber County, State of Utah, to-wit:

Two parcels of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in Lot 1 and Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcels of land are described as follows:

Beginning at the intersection of the west line of the NE $\frac{1}{4}$ of said Section 6 and the existing southerly no access line of State Highway known as 31st Street in Ogden, which point is 100.0 ft. perpendicularly distant southerly from the center line of said 31st Street, said point also being approximately 55 ft. south from the N $\frac{1}{4}$ corner of said Section 6; thence S. 0° 09' W. 238 ft., more or less, to the southerly right of way line of 33rd Street in Ogden; thence S. 60° 59' E. 398.6 ft.; thence S. 80° 03' E. 236.5 ft.; thence N. 82° 13' E. 596 ft.; thence S. 7° 47' E. 78.52 ft.; thence N. 83° 25' E. 32.77 ft. to the northerly right of way line of the Hill Field Branch of the U.P.R.R.; thence Easterly 215 ft., more or less, along said northerly right of way line to a point 70.0 ft. radially distant easterly from the center line of a northbound ramp road for said project; thence Northerly 250 ft., more or less, along the arc of a 1024.93 ft. radius curve to the left to a point opposite ramp road Engineer Station 23+10.97. (NOTE: Tangent to said curve at its point of beginning bears approximately N. 15° 58' E.); thence N. 2° 00' E. 141.29 ft. to a point of tangency with a 160.0 ft. radius curve to the right; thence Northerly 60 ft., more or less, along the arc of said curve to the north line of said Section 6; thence West 897 ft., more or less, along said north line to the intersection of said north line and said existing southerly No Access line of 31st Street; thence Westerly 580 ft., more or less, along said no access line to the point of beginning.

ALSO:

Beginning on the southerly right of way line of the Hill Field Branch of the U.P.R.R. at a point 70.0 ft. radially distant southeasterly from the center line of a northbound ramp road for said project, which point is approximately 1212 ft. east and 835 ft. south from the N $\frac{1}{4}$ corner of said Section 6; thence Southwesterly 94 ft., more or less, along the arc of a 1024.93 ft. radius curve to the right to a point opposite ramp road Engineer Station 15+77.64 (NOTE: Tangent to said curve at its point of beginning bears S. 40° 45' W.); thence S. 44° 39' W. 190 ft., more or less, to a southwesterly boundary line of said entire tract; thence N. 23° 00' W. 68 ft., more or less, along said southwesterly boundary line to said southerly right of way line of the railroad; thence Northeasterly 265 ft., more or less, 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 State Road Commission of Utah. Above described parcels of land contain 14.73 acres, more or less, of which 3.13 acres, more or less, are now occupied by the existing highway. Balance 11.60 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

To enable the grantee to construct and maintain a public highway as a freeway, as contemplated by Chapter 63, Laws of Utah, 1945, the grantor hereby releases and relinquishes to the grantee any and all rights or easements appurtenant to the grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the grantors remaining property contiguous to the lands hereby conveyed, to or from said highway.

RW Special

(2) 1059

Follows

(2) 1059 Follows

Page 2

Parcel No. 15-8:172:A

IN WITNESS WHEREOF, the said Ogden City Corporation
has caused this instrument to be executed by its proper officers thereunto duly
authorized, this 17th day of April, A.D. 1964.

ATTEST:

Mary E. Smith
City Recorder

STATE OF UTAH)

: ss.

COUNTY OF WEBER)

By

Samuel B. Hood

On this 17th day of April, A.D. 1964, personally appeared
before me, Samuel B. Hood and Mary E. Smith, who, being by me duly
sworn ~~sa id~~ that they ~~is~~ are the City Manager and City Recorder ~~is~~
respectively, of Ogden City, a municipal corporation of the State of
Utah, and that the within and foregoing instrument was signed in behalf of said
city by authority of a resolution adopted at a regular meeting of the Council
of Ogden City held on the 16th day of April
A.D. 1964, and the said Samuel B. Hood and Mary E. Smith
acknowledged to me that said city executed the same.

WITNESS my hand and official seal the day and year in this certificate first
above written.

PUBLIC

My Commission expires

Hugh O. Hull
Notary Public

Revised by WLJ, 1-9-64

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>1038+00+</u>	to Station <u>1051+50+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St. in Ogden</u> at intersection of <u>I-15 and 31st St.</u>
<u>Easterly</u>	Side <u> </u> of Highway	Parcel No. <u>172:A</u>	

Date 19 May 1964 Ogden City Corporation Grantor

of Municipal Building, Ogden, Weber County, Utah

No. 172:A Quit Claim (City) deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent

TITLE

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

AMOUNT

Land as described in Quit Claim (City) Deed No. 15-8:172:A

7. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands herein conveyed to or from the said Highway; except that the Grantor shall have access to the Frontage Road wherein it abuts the Grantor's remaining property.

APPROVAL OF CONSTRUCTION ITEMS:

By *H. Wells Meeks*
DISTRICT ENGINEER

Total Cash Settlement \$ 23,100.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By *H. Wells Meeks*
RIGHT OF WAY AGENT

By *Clarence Alfred*
ADMINISTRATOR, RIGHT OF WAY DIVISION

Approved by August 20, 1964
Road Commission

Commission Secretary

RIGHT OF WAY ENGINEER

OGDEN CITY CORPORATION

Samuel B. Hood
City Manager

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 D. Holbrook \$23,100.00
PARCEL NO. 172:A Pre-negotiation appraisals \$ _____

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:	4.50	\$3,150.00	14,175.00
Right of Way	5.76	1,300.00	7,488.00
Easement	1.34	1,050.00	1,437.00
	acres at	per acre	\$
2. Value of improvement taken or destroyed:			\$
3. Damages (Proximity severance, etc.)			\$
4. Moving and/or rehabilitation of buildings and appurtenances:			\$
5. Controlled access:			\$
		Gross Amount	\$23,100.00
6. Salvage, amount			\$
		Net Amount	\$23,100.00

Explain items in detail

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

Date 15 June 1964

455237

FILED AND RECORDED FOR

State Road Commission

1965 JUL 21 AM 10 34

BOOK 811 PAGE 242

Follows 6501-A

Platted ☒ Indexed ☒

Recorded ☒ Abstracted ☒

Compared ☒ Page ☒

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY

Quit Claim Deed

Parcel No. 15-8:172B:ST
Project No. 1-15-8(6)334

(CORPORATION)

Gibbons Realty Company a corporation of
the State of Utah, Grantor, hereby QUIT CLAIMS to the STATE ROAD COM-
MISSION OF UTAH, Grantee, for the sum of Twenty-two and no/100ths
Dollars, the following described
parcel of land in Weber County, State of Utah, to-wit:

A parcel of land situated in Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.B.&M.
The boundaries of said parcel of land are described as follows:

Beginning at the SW. corner of the grantors land, which point is approximately
556 ft. S. 0°09' W. from the N $\frac{1}{4}$ corner of said Section 6; thence S. 69°45' E. 43
ft., more or less, to the westerly side line of a southbound ramp road of a free-
way known as Project No. 15-8; thence N. 20°13' W. 123 ft., more or less, to the
west line of the NE $\frac{1}{4}$ of said Section 6; thence S. 0°09' W. 105 ft., more or less,
to the point of beginning.

The above described parcel of land contains 0.05 acre, more or less.

Together with all water rights pertaining to the above described land.

IN WITNESS WHEREOF, the said Gibbons Realty Company
has caused this instrument to be executed by its proper officers thereunto duly authorized, this 21st
day of June, A. D. 19 65.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On this 21st day of June, A. D. 19 65, personally
appeared before me, J. P. Gibbons, who, being by
me duly sworn says that he is President of
Gibbons Realty Co., a corporation, and that the within and foregoing instrument was signed
in behalf of said corporation by authority of the by-laws
and the said J. P. Gibbons 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: Sept. 19, 1967

Notary Public

State Road Commission

1965 JUL 21 AM 10 34

 RUTH EAMES OLSEN
 WEBER COUNTY RECORDER
 DEPUTY *[Signature]*

Quit Claim Deed

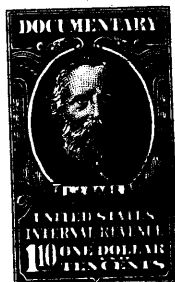
 Parcel No. 15-8:173:ST
 Project No. 1-15-8(6)334

(CORPORATION)

_____ a corporation of
 the State of Utah, Grantor, hereby QUIT CLAIMS to the STATE ROAD COM-
 MISSION OF UTAH, Grantee, for the sum of One Thousand Two Hundred and Seventy and
no/100ths Dollars, the following described
 parcel of land in Weber County, State of Utah, to-wit:

A parcel of land situated in Lot 2 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, T. 5 N.,
 R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning S. 0°09' W. 567.41 ft. from the N $\frac{1}{4}$ corner of said Section 6;
 thence S. 0°09' W. 942.89 ft. to the northwesterly right of way line of the Hill
 Field Branch of the Union Pacific Railroad (Salt Lake and Ogden Railway Company
 right of way); thence Northeasterly 435 ft., more or less, along the northwest-
 erly right of way fence and/or the northwesterly right of way line, to the west-
 erly no access line of a freeway known as Project No. 15-8; thence N. 20°13' W.
 645 ft., more or less, to a northerly boundary line of said grantors land; thence
 N. 69°45' W. 43 ft., more or less, to the point of beginning, containing 3.44
 acres, more or less, of which 0.60 acre, more or less, is occupied by said rail-
 road. Balance 2.84 acres, more or less.



IN WITNESS WHEREOF, the said

has caused this instrument to be executed by its proper officers thereunto duly authorized, this 21 day of June, A. D. 19 65.

STATE OF Utah)
) ss.
 COUNTY OF Salt Lake)

On this 21st day of June, A. D. 19 65, personally
 appeared before me, J. P. Gibbons, who, being by
 me duly sworn says that he is President of
Gibbons & Reed Co., a corporation, and that the within and foregoing instrument was signed
 in behalf of said corporation by authority of by-laws
 and the said J. P. Gibbons 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: Sept. 19, 1967

[Signature]
 Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station _____ to Station _____	Project No. <u>I-15-8(6)334</u>	Davis Co. Line to <u>31st St. in Ogden</u>
Side _____ of Highway _____	Parcel No. <u>172:B:ST & 173:ST</u>	

Date March 25th 1965 Gibbons and Reed Company & Gibbons Realty Company Grantor s
of P.O. Box 2429 Salt Lake City, Utah

No. 172B:ST & 173ST **Quit Claim Deeds**

TYPE OF INSTRUMENT

_____ deed for a tract of land for State highway purposes
over property described in said deed **will be** delivered to Anthony R. Rudelich & Jenkyn E. Lowell

NAME OF AGENT

Chief Negotiator & Right of Way Agent

_____, as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor_____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A)

AMOUNT

Pay Cash in Full for the Following:

Land as described in Quit Claim Deed No. 172:B:ST

Land as described in Quit Claim Deed No. 173:ST

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 1,292.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By Jenkyn E. Lowell
RIGHT OF WAY AGENT

By Clarence J. Allred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by
Road Commission June 3, 1965
Clarence J. Allred
Commission Secretary

RIGHT OF WAY ENGINEER

Gibbons and Reed Company

By: Ernest M. Carter
Vice President

Gibbons Realty Company

By: Ernest M. Carter
Secretary

GRANTOR _____

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 Holbrook \$ 1,270.00 app
PARCEL NO. 173:ST Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 2.11 acres at _____ per acre \$ 1,270.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 1,270.00

Explain items in detail

Settlement was made by stipulation in the Att. General's Office by Mr. Ken Hisatake, Asst. Att. General. To correct error in figuring acreage.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

John S. Lawrence

Date

5/6/65

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 Holbrook \$ 22.00 app.
PARCEL NO. 172B:ST Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way .05 acres at _____ per acre \$ 22.00
Easement _____ acres at _____ per acre \$ _____
 2. Value of improvements taken or destroyed: \$ _____
 3. Damages: (Proximity, severance, etc.) \$ _____
 4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____
 5. Controlled access: \$ _____
 6. Salvage, amount \$ _____
- Gross Amount \$ _____
- Net Amount \$ 22.00

Explain items in detail

Settlement was made by stipulation in the Att. General's office by
Mr. Ken Hisatake, Asst. Att. General.

I hereby certify that I have no present nor anticipated future interest in
the within parcel.

Signed by

Jerilyn L. Russell

Date

5/6/65

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Recorded ☒ Abstracted ☒
Compared ☒ Page ☒
Rb

BOOK 805 PAGE 303

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No Fee

FILED AND RECORDED FOR
State Road Comm.

1965 MAY 12 AM 10 59

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY

RUTH EAMES OLSEN
COUNTY RECORDER
DEPUTY *William J. Peterson*

STATE OF UTAH

STATE OF UTAH, by and through its ROAD COMMISSION,	:	<u>FINAL ORDER OF CONDEMNATION</u>
	:	(AS TO DEFENDANTS GIBBONS AND
Plaintiff,	:	REED COMPANY, A UTAH CORPORATION;
	:	AND GIBBONS REALTY COMPANY)
-vs-	:	
	:	Civil No. 42033
GOLDEN W. HARRIS, et al.,	:	
* * * *	:	Project No. I-15-8(6)334
GIBBONS AND REED COMPANY, a Utah	:	Parcels No. 172D, 172B:A and
Corporation; and GIBBONS REALTY	:	173:A and 174:T
COMPANY,	:	Total Judgment: \$174,740.59
	:	
Defendants.	:	

It appearing to the Court and the Court now finds that heretofore, on the 25th day of March, 1965, this Court made and entered its judgment in the above entitled proceeding, and said judgment is hereby referred to; and

It appearing to the Court and the Court now finds that pursuant to the law and the said judgment the plaintiff did pay said judgment to the defendants, Gibbons and Reed Company, a Utah Corporation; and Gibbons Realty Company, together with interest required by said judgment to be paid; and

It further appearing to the Court that the plaintiff has made all payment as required by law and order of this Court, and that this is not a case where any bond was required to be given, and all and singular the law in the premises being by the Court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcels of land hereinafter described are hereby taken and condemned in fee simple title for the purposes described and set forth in the plaintiff's complaint, i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and an use authorized by law.

12-116

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this Final Order of Condemnation be filed with the County recorder of Weber County, State of Utah, and thereupon the property interests herein-after referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:172D

A parcel of land in fee for a frontage road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in Lot 1 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning on the southerly right of way line of the U.P.R.R. at a point 65.0 ft. perpendicularly distant easterly from the center line of said frontage road, which point is approximately 572 ft. south and 948 ft. west from the NE. corner of said Section 6; thence S. 90° 26' W. 63 ft., more or less, to a point of tangency with an 1844.86 ft. radius curve to the left opposite frontage road Engineer Station 105+93.67; thence Southerly 303.74 ft. along the arc of said 1844.86 ft. radius curve; thence South 341.25 ft. to a point of tangency with a 295.0 ft. radius curve to the right; thence Southerly 356.30 ft. along the arc of said 295.0 ft. radius curve; thence S. 67° 37' W. 38 ft., more or less, to the westerly boundary line of said entire tract; thence N. 05° 00' W. 135 ft., more or less, along said westerly boundary line to a northwesterly boundary line of said entire tract; thence N. 50° 00' E. 100.0 ft. along said northwesterly boundary line; thence N. 23° 49' E. 270.0 ft.; thence N. 01° 50' E. 272.0 ft.; thence N. 05° 00' E. 295 ft., more or less, to said southerly right of way line; thence N. 74° 19' E. 67 ft., more or less, to the point of beginning. The above described parcel of land contains 1.96 acre, more or less.

Parcel No. 15-8:173:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 567.41 ft. S. 0° 09' W. and 528.96 ft. S. 69° 45' E. from the N $\frac{1}{4}$ corner of said Section 6; thence N. 55° 00' E. 306.32 ft.; thence N. 83° 25' E. 471.98 ft.; thence S. 74° 15' W. 400 ft.; thence S. 55° 00' W. 197.7 ft.;

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed to or from said freeway.

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property, in Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

6501-A

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

STATE OF UTAH
COUNTY OF WEBSTER

A parcel of land in fee for a freeway known as Project No. 15-8, being all of an entire tract of property in Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning 567.41 ft. S. $0^{\circ} 09'$ W. and 170.38 ft. S. $69^{\circ} 45'$ E. from the NW corner of said Section 6; thence N. $0^{\circ} 09'$ E. 173.13 ft.; thence S. $80^{\circ} 03'$ E. 428.37 ft.; thence N. $82^{\circ} 13'$ E. 596 ft.; thence S. $7^{\circ} 47'$ E. 78.52 ft.; thence S. $83^{\circ} 25'$ W. 439.21 ft.; thence S. $55^{\circ} 00'$ W. 306.32 ft.; thence N. $69^{\circ} 45'$ W. 358.58 ft. to the point of beginning, containing 3.12 acres, more or less.

Dated this 5th day of May, 1965.

JUDGE

6-166

STATE ROAD COMMISSION OF UTAH

RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co Line to 31st St, Ogden
Parcel No. 173:A & ST, 172:B, 172:D, 174:T

THIS AGREEMENT made and entered into this 21st
day of May, 19 65, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road" Commission"
and Gibbons and Reed Company - P. O. Box 1477, Ogden, Utah
, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 3,000.00 as reimbursement of expenses
incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.

Gibbons & Reed Company

William E. Eccles
Vice President

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By Alfred Smith Miller
Relocation Officer

By W. E. Eccles
Administrator, Right of Way Division

Approved by
Road Commission July 8, 19 65
Donald H. Stenley
Commission Secretary

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

(X) Business

() Farm

() Non-Profit Organization

Name Gibbons and Reed Company

Address 605 West 33rd Street

Ogden, Utah

Project No. I-15-8(6)334

Project Name Davis Co. Line to

31st Street, Ogden

Parcel No. 173:A & ST, 172:B, 172:D, &
174:T

Auth. No. 5850

Road Sect. 29-1-1

The undersigned applicant occupying improvements on the above parcel of land elects to have his actual moving expenses calculated by the following method checked below:

- () A. Expenses incurred, supported by receipted moving bills.
- () B. Expenses incurred, supported by unpaid moving bills (By prearrangement only).
- (X) C. Expenses incurred, supported by certification of expenses (Self-movings by prearrangement only).

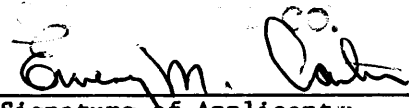
If method "C" is used, a written certification prepared by the displaced person must be presented to the Relocation Officer and contain the following information:

1. Number of hours required to effect relocation.
2. Wage scale paid for labor.
3. Type and fair market rental of equipment used.

The burden of proof of this written certification shall be upon the claimant and subject to audit by the Department of Highways.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I qualify to receive relocation moving expenses under the laws of Utah, and that all other information submitted herewith or included herein is true and correct. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

August 21, 1964
Date


Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel of land; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

AUG 31 1964
Date


Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

() Business

Project No. 1-15-(6)34

() Farm

Project Name Davis County line to

() Non-profit Organization

31st Street, Ogden

Claimant Gibbons and Reed Company

Parcel No. 172:B, 172:D, 173:A &
174:T

Address of Claimant 105 West 33rd Street

Auth. No. 5850

Ogden, Utah

Road Sect. 29-1-1

Basis of Claim:

- ☒ 1. Acquisition or clearance of right of way of a Federal-aid highway project.
☐ 2. State possession of real property by agreement or court order.
☐ 3. Title to real property conveyed to State by owner.
☐ 4. Binding contract for purchase of real property between State and owner.
☐ 5. Premises vacated by eligible person on or after relocation authorized but
~~prior to actual possession of title by State.~~

Date of removal of personal property October 1964

New address of claimant 1550 E. 6194 St, Ogden, Utah *moved to 3 new locations, office is indicated here*

Distance moved (in miles) 1 mile to 11.5 miles

Name and address of Moving Company (or person) (See breakdown)

Expenses incurred (by elected method) () \$ 3,142.31

Storage expenses (See details on Form Rel 6) \$
Total Claim \$ 3,202.31

Amount of Claim Allowed \$ 5,000.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts, unpaid moving bills, or certification attached hereto accurately reflect moving services actually performed and that all other information submitted herewith or included herein is true and accurate. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

Gibbons & Reed Company

21 May 1965
Date

William E. Eccles
Signature of Claimant

I certify that the claimant shown above occupied the improvements or a part thereof on the above parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

June 1, 1965
Date

H. Keith Miller
Relocation Officer

1-15-8 (6)334
Ref 1720

L I C E N S E

THIS AGREEMENT, entered into this 12th day of April, 1967, between the State Road Commission of Utah, called "Road Commission," and Utah Power & Light Company, a corporation, called the "Power Company,"

WITNESSETH:

WHEREAS, the Power Company is desirous of obtaining the right to construct and thereafter maintain and operate a utility line within the highway right of way lines for the purpose of transmission of electrical energy in the location exactly described in Paragraph 1 of this Agreement, and

WHEREAS, the Road Commission is willing to grant the Power Company a license to so operate and maintain a utility line.

NOW, THEREFORE, it is agreed by the parties as follows:

1. DESCRIPTION AND LOCATION OF UTILITY LINE:

An aerial crossing of a State Highway in Weber County, Utah, on a line described as follows:

Beginning at the east right of way fence on the Grantor's land at a point 620 feet south and 960 feet west, more or less, from the northeast corner of Section 6, Township 5 North, Range 1 West, Salt Lake Meridian, thence North 76° 25' West 105 feet, more or less, to the northwesterly right of way line of said land and being in Lot 1 of said Section 6.

The above description of line location is subject to such minor changes or variations therefrom as may be required or approved by the Road Commission's District Engineer, who is responsible for the proper inspection of the Power Company's work in compliance with this agreement.

2. INSPECTION: The Road Commission shall regularly inspect the work of the Power Company or its contractor, to enforce compliance with this agreement and to insure proper compliance with other State and Federal regulations. These inspections shall be made by the District Engineer or his authorized representative. All costs of inspection shall be reimbursed by the Power Company to the Road Commission within thirty days of billing by the Road Commission.

3. DATE OF COMPLETION: The work covered by this agreement shall be completed within 120 days of the date of this agreement. Failure to complete the work within this time will give the Road Commission the option of extending the time or revoking the permission to excavate further. Any time extension shall be in writing and approved by the Bureau of Public Roads.

4. COSTS: The entire cost of this installation shall be paid for by the applicant.

5. RELOCATION COSTS: In the event the highway at any future date is so reconstructed as to location, grade, or width as to require the relocation of the utilities installed pertinent hereto, the Power Company shall assume and pay all costs incident to said relocation, unless proportionate reimbursement is made to the State from the Federal Government, in which case the State shall pay relocation costs.

6. APPROVAL OF CONSTRUCTION: Excavations or other operations on Road Commission property or right of way shall not be commenced by the Power Company until and after notice has been given by the Power Company to said District Engineer of the Road Commission and requisite Highway Construction Permit obtained. Construction shall be carried forward to completion in the manner required by the said District Engineer. A certificate of compliance with the provisions of this paragraph shall be furnished by the Road Commission to the contractor or the applicant, and must, at all times, be prominently displayed at the excavation site.

7. PROTECTION OF TRAFFIC DURING CONSTRUCTION: The Power Company shall so conduct its construction operation that there shall be no interference with or interruption of highway traffic. The Power Company shall conform to such instructions of the District Engineer as may be given with respect to handling of traffic, and shall at all times maintain such watchmen, barricades, lights or such other measures for the protection

of traffic as may be required to warn and safeguard the public against injury or damage during the operations of the Power Company in constructing said line.

8. DISPOSAL OF SURPLUS MATERIAL IN CLEANING UP HIGHWAY: Upon completion of the work, all surplus material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Any highway facilities such as signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to their original conditions within a reasonable time.

9. MAINTENANCE OF UTILITY LINE BY LICENSEE: The utility shall at all times be maintained, repaired, renewed, and operated by and at the expense of the Power Company in such a manner that the utility can be serviced without access from the Interstate through traffic roadway or ramps. The Road Commission reserves the right, without relieving the Power Company of its obligation hereunder to reconstruct or to make such repairs to said line as it may consider necessary in the event the Power Company shall fail so to do, upon notification by the Road Commission, and the Power Company hereby agrees to reimburse the Road Commission for the cost of such reconstruction or repairs.

10. CROSSING OF UTILITY LINE IN EXPANSION OF HIGHWAY SYSTEM: It is expressly understood and agreed by the parties hereto and as part of the consideration for this agreement that the Road Commission shall have the right to cross said line at any point necessary in the future construction and expansion of the State Highway System provided that the Road Commission shall use due care and diligence in the protection of said line in making such crossings.

11. LIABILITY: The Power Company shall at all times protect and indemnify and save harmless the Road Commission from any and all claims, demands, judgments, costs, expenses and all damage of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, in any manner due to or arising out of injury to or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their employees, or in any manner arising from or growing out of the construction, maintenance, operation, repair, extension, existence, use or removal of said utility line, or the failure to properly construct, operate, maintain, or remove the same, including any insecurity of the surface caused by the construction or use of said line, and from all costs and expenses, including attorney's fees connected in anywise with the matter and things contained herein.

12. ANNULMENT OF LICENSE: If the Power Company shall fail to construct, repair, or remove said utility line in accordance with the terms

of this agreement and to the entire satisfaction of the Road Commission, or shall fail to pay to the Road Commission any sum of money for the reconstruction, repair, or maintenance of said line, or shall in any respect fail to keep, do and perform any of the conditions, stipulations, covenants, and provisions of this agreement to be kept, done and performed by said Power Company, this agreement and license, shall, at the option of the Road Commission, be void and of no effect; and this license shall cease and the Road Commission shall have the right to remove said utility line and restore the highway at the sole expense of the Power Company. However, before the Road Commission shall exercise the option to cancel this agreement, it shall notify the Power Company in writing, setting forth violations complained of and shall give the Power Company a reasonable time to fully correct the same.

13. AGREEMENT NOT TO BE ASSIGNED: The Power Company shall not assign this License or any interest therein without the written consent of the Road Commission.

14. SUCCESSORS AND ASSIGNS: All covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.

ON BEHALF OF THE STATE ROAD COMMISSION

Attest:

Edward L. Johnson
Office Manager

R. Winkler
District Engineer

ON BEHALF OF UTAH POWER & LIGHT COMPANY:

Attest:

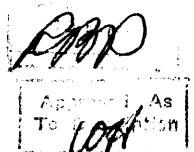
Assistant Secretary

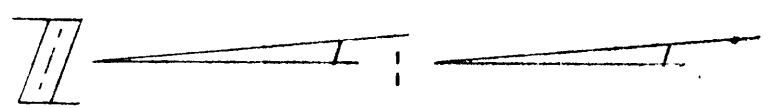
Paul P. Blanchard
Vice President

APPROVED AS TO FORM:

PHIL L. HANSEN, ATTORNEY GENERAL

By Charles W. Romney
Assistant Attorney General





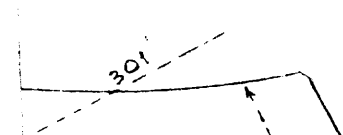
N PROPERTY
STRUCTURED

ER 10-3 JA-2580-G
125 KV SERVICE TO
RIVERDALE SEWER LIFT STATION
RIVERDALE
WEBER COUNTY, UTAH.

UTAH POWER & LIGHT COMPANY
SALT LAKE CITY, UTAH

SCALE 1" = 200' DATE FEB. 16, 1967
14 x 35'

N:
[unclear]



Platted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

BOOK 805 PAGE 303

450499 No Fee

LED AND RECORDED FOR
State Road Comm.
1965 MAY 12 AM 10 59

RUTH EAMES OLSEN
COUNTY RECORDER
DEPUTY *[Signature]*

IN THE SECOND DISTRICT COURT IN AND FOR WEBER COUNTY
STATE OF UTAH

STATE OF UTAH, by and through its ROAD COMMISSION,	:	<u>FINAL ORDER OF CONDEMNATION</u>
	:	(AS TO DEFENDANTS GIBBONS AND
Plaintiff,	:	REED COMPANY, A UTAH CORPORATION;
	:	AND GIBBONS REALTY COMPANY)
-vs-	:	
	:	Civil No. 42033
GOLDEN W. HARRIS, et al.,	:	
* * * *	:	Project No. I-15-8(6)334
GIBBONS AND REED COMPANY, a Utah	:	Parcels No. 172D, 172B:A and
Corporation; and GIBBONS REALTY	:	173:A and 174:T
COMPANY,	:	Total Judgment: \$174,740.59
	:	
Defendants.	:	

It appearing to the Court and the Court now finds that heretofore,
on the 25th day of March, 1965, this Court made and entered its judg-
ment in the above entitled proceeding, and said judgment is hereby
referred to; and

It appearing to the Court and the Court now finds that pursuant
to the law and the said judgment the plaintiff did pay said judgment
to the defendants, Gibbons and Reed Company, a Utah Corporation; and
Gibbons Realty Company, together with interest required by said judg-
ment to be paid; and

It further appearing to the Court that the plaintiff has made all
payment as required by law and order of this Court, and that this is
not a case where any bond was required to be given, and all and sing-
ular the law in the premises being by the Court understood and fully
considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parcels of
land hereinafter described are hereby taken and condemned in fee simple
title for the purposes described and set forth in the plaintiff's com-
plaint, i.e., for the use of the plaintiff, the State of Utah, for
highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a
public use and an use authorized by law.

6-100

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this Final Order of Condemnation be filed with the County recorder of Weber County, State of Utah, and thereupon the property interests herein-after referred to and set forth shall vest in fee simple title in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title in the plaintiff, all of such property being situated in Weber County, State of Utah, and is more particularly described as follows:

Parcel No. 15-8:172D

A parcel of land in fee for a frontage road incident to the construction of a freeway known as Project No. 15-8, being part of an entire tract of property, in Lot 1 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning on the southerly right of way line of the U.P.R.R. at a point 65.0 ft. perpendicularly distant easterly from the center line of said frontage road, which point is approximately 572 ft. south and 948 ft. west from the NE. corner of said Section 6; thence S. 90° 26' W. 63 ft., more or less, to a point of tangency with an 1844.86 ft. radius curve to the left opposite frontage road Engineer Station 105+93.67; thence Southerly 303.74 ft. along the arc of said 1844.86 ft. radius curve; thence South 341.25 ft. to a point of tangency with a 295.0 ft. radius curve to the right; thence Southerly 356.30 ft. along the arc of said 295.0 ft. radius curve; thence S. 67° 37' W. 38 ft., more or less, to the westerly boundary line of said entire tract; thence N. 05° 00' W. 135 ft., more or less, along said westerly boundary line to a northwesterly boundary line of said entire tract; thence N. 50° 00' E. 100.0 ft. along said northwesterly boundary line; thence N. 23° 49' E. 270.0 ft.; thence N. 01° 50' E. 272.0 ft.; thence N. 05° 00' E. 295 ft., more or less, to said southerly right of way line; thence N. 74° 19' E. 67 ft., more or less, to the point of beginning. The above described parcel of land contains 1.96 acre, more or less.

Parcel No. 15-8:173:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning at a point 567.41 ft. S. 00° 09' W. and 528.96 ft. S. 69° 45' E. from the N $\frac{1}{4}$ corner of said Section 6; thence N. 55° 00' E. 306.32 ft.; thence N. 83° 25' E. 471.98 ft.; thence S. 74° 15' W. 400 ft.; thence S. 55° 00' W. 197.7 ft.;

thence S. 69° 45' E. 74.16 ft.; thence Southwesterly 642 ft., more or less, along the northwesterly right of way line of the Hill Field Branch of the U.P.R.R. to the westerly side line of said project; thence N. 20° 13' W. 645 ft., more or less, to a northerly boundary line of said entire tract; thence S. 69° 45' E. 486 ft., more or less, to the point of beginning. The above described parcel of land contains 4.73 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed to or from said freeway.

Parcel No. 15-8:172B:A

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property, in Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 293 ft. S. 0° 09' W. from the N $\frac{1}{4}$ corner of said Section 6; thence S. 0° 09' W. 158 ft., more or less, to the westerly side line of a southbound ramp road for said project; thence S. 20° 13' E. 123 ft., more or less, to a southerly boundary line of said entire tract; thence S. 69° 45' E. 127 ft., more or less, to an easterly boundary line of said entire tract; thence N. 0° 09' E. 173.13 ft.; thence S. 80° 03' E. 191.87 ft.; thence N. 60° 59' W. 398.6 ft. to the point of beginning. The above described parcel of land contains 1.02 acres, more or less.

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion contiguous to the lands hereby conveyed, to or from said freeway.

Parcel No. 15-8:174:T

A parcel of land in fee for a freeway known as Project No. 15-8, being all of an entire tract of property in Lot 2 of Section 6, T. 5 N., R. 1 W., S.L.M. The boundaries of said parcel of land are described as follows:

Beginning 567.41 ft. S. 0° 09' W. and 170.38 ft. S. 69° 45' E. from the N $\frac{1}{4}$ corner of said Section 6; thence N. 0° 09' E. 173.13 ft.; thence S. 80° 03' E. 428.37 ft.; thence N. 82° 13' E. 596 ft.; thence S. 7° 47' E. 78.52 ft.; thence S. 83° 25' W. 439.21 ft.; thence S. 55° 00' W. 306.32 ft.; thence N. 69° 45' W. 358.58 ft. to the point of beginning, containing 3.12 acres, more or less.

Dated this 3rd day of May, 1965.

B. E. Evans
JUDGE

FOLLOWING 6501-A

STATE OF UTAH
COUNTY OF WEBER

OFFICE OF THE CLERK OF THE DISTRICT COURT

DATE: MAY 19 1965

WENDELL P. HARRIS, CLERK & DEPUTY

EX OFFICIO CLERK OF DISTRICT COURT

BY: [Signature] DEPUTY

FOLLOWING 6501-A

STATE ROAD COMMISSION OF UTAH
RELOCATION AGREEMENT

Project No. I-15-8(6)334 Project Name Davis Co Line to 31st St, Ogden
Parcel No. 172:A & ST, 172:B, 172:D, 174:T

THIS AGREEMENT made and entered into this 21st
day of May, 19 65, by and between the STATE
ROAD COMMISSION OF UTAH, hereinafter referred to as the "Road" Commission"
and Gibbons and Reed Company - P. O. Box 1477, Ogden, Utah
, hereinafter referred to as
"Party of the Second Part."

1. The Road Commission agrees to pay to the Party of the Second
Part cash in the amount of \$ 3,000.00 as reimbursement of expenses
incurred in the relocation of personal property.

2. Party of the Second Part hereby agrees that payment of the above
set out sum shall constitute full and complete satisfaction of all obliga-
tions under this contract on the part of the Road Commission and further
agrees that said sum is payment in full.

Gibbons & Reed Company

William E. Eccles
Vice President

STATE ROAD COMMISSION OF UTAH
Recommended for Approval

By [Signature]
Relocation Officer

By [Signature]
Administrator, Right of Way Division

Approved by
Road Commission [Signature], 19 65
[Signature]
Commission Secretary

UTAH STATE DEPARTMENT OF HIGHWAYS
APPLICATION FOR RELOCATION MOVING EXPENSES

(X) Business () Farm () Non-Profit Organization Name <u>Gibbons and Reed Company</u> Address <u>605 West 33rd Street</u> <u>Ogden, Utah</u>	Project No. <u>I-15-8(6)334</u> Project Name <u>Davis Co. Line to</u> <u>31st Street, Ogden</u> Parcel No. <u>173:A & ST, 172:B, 172:D, &</u> <u>174:T</u> Auth. No. <u>5850</u> Road Sect. <u>29-1-1</u>
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The undersigned applicant occupying improvements on the above parcel of land elects to have his actual moving expenses calculated by the following method checked below:

- () A. Expenses incurred, supported by receipted moving bills.
- () B. Expenses incurred, supported by unpaid moving bills (By prearrangement only).
- (X) C. Expenses incurred, supported by certification of expenses (Self-movings by prearrangement only).

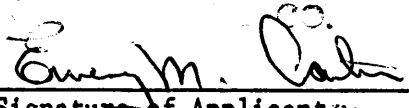
If method "C" is used, a written certification prepared by the displaced person must be presented to the Relocation Officer and contain the following information:

1. Number of hours required to effect relocation.
2. Wage scale paid for labor.
3. Type and fair market rental of equipment used.

The burden of proof of this written certification shall be upon the claimant and subject to audit by the Department of Highways.

I hereby certify to the Utah State Department of Highways that the foregoing information is correct; that I qualify to receive relocation moving expenses under the laws of Utah, and that all other information submitted herewith or included herein is true and correct. I understand that falsification of any item in this application or submitted herewith may result in prosecution under State or Federal laws.

August 21, 1964
Date


Signature of Applicant

I certify that the above applicant occupies the improvements or a part thereof on the above designated parcel of land; that his application is correct and that he is eligible for relocation moving expenses for which he is applying.

AUG 31 1964
Date


Relocation Officer

UTAH STATE DEPARTMENT OF HIGHWAYS
RELOCATION MOVING EXPENSE CLAIM

() Business

Project No. 1-15-(6) 114

() Farm

Project Name Davis County line to

() Non-profit Organization

31st Street, Ogden

Claimant Gibbons and Reed Company

Parcel No. 172:B, 172:D, 173:A &
174:T

Address of Claimant 205 East 33rd Street

Auth. No. 5850

Ogden, Utah

Road Sect. 29-1-1

Basis of Claim:

- (X) 1. Acquisition or clearance of right of way of a Federal-aid highway project.
() 2. ~~State possession of real property by agreement or court order.~~
() 3. Title to real property conveyed to State by owner.
() 4. Binding contract for purchase of real property between State and owner.
() 5. Premises vacated by eligible person on or after relocation authorized but
~~prior to actual possession of title by State.~~

Date of removal of personal property October 1964

New address of claimant 1530 E. 6194 St, Ogden, Utah *Moved to 3 new locations, office is indicated here*

Distance moved (in miles) 1 mile to 11.5 miles

Name and address of Moving Company (or person) (See breakdown)

Expenses incurred (by elected method) () \$ 3,142.31

Storage expenses (See details on Form Rel 6) \$
Total Claim \$ 3,202.31

Amount of Claim Allowed \$ 3,000.00

Explanation of difference, if any:

I hereby certify that the mover's bills or receipts, unpaid moving bills, or certification attached hereto accurately reflect moving services actually performed and that all other information submitted herewith or included herein is true and accurate. I further certify that this represents my entire claim for relocation payment. I understand that falsification of any item in this claim or submitted herewith may result in prosecution under State or Federal laws.

Date 21 May 1965

Gibbons & Reed Company
William E. Eccles
Signature of Claimant

I certify that the claimant shown above occupied the improvements or a part thereof on the above parcel of land and has now moved therefrom and that he is eligible for relocation payment expenses as shown above.

Date June 1, 1965

H. Keith Miller
Relocation Officer

54 APR 20 1964

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Plotted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

RAYMOND SAINES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William A. Peterson*

QUIT CLAIM DEED (Controlled Access)
(Corporation)

Parcel No. 15-8:176:A
Project No. 1-15-8(6)334

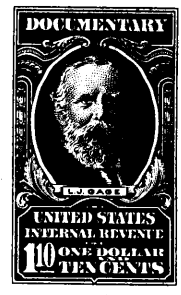
FOLLOWS 6504

Thiokol Chemical Corporation Grantor,
a corporation of the State of Delaware, hereby QUIT CLAIMS
to the STATE ROAD COMMISSION OF UTAH, Grantee for the sum of \$585.00,
Five Hundred and Eighty Five -----Dollars, the following described
tract of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part
of an entire tract of property in Lot 3 of Section 6, T. 5 N., R. 1 W., S.L.M.
The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the east line of said Lot 3 and the south-
westerly right of way line of a street known as 33rd Street in Ogden, which point
is approximately 297 ft. south from the N $\frac{1}{4}$ corner of said Section 6; thence N.
63° 33' W. 217 ft., more or less, to the NW. corner of said entire tract; thence
S. 44° 19' E. 232.7 ft.; thence S. 20° 13' E. 78 ft., more or less, to said east
line; thence Northerly 138 ft., more or less, along said east line to the point
of beginning as shown on the official map of said project on file in the office
of the State Road Commission of Utah. Above described parcel of land contains
0.22 acre, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water assess-
ments now due or which shall become due.



To enable the grantee to construct and maintain a public highway as a
freeway, as contemplated by Chapter 63, Laws of Utah, 1945,
the grantor hereby releases and relinquishes to the grantee any and all rights
or easements appurtenant to the grantors remaining property by reason of location
thereof with reference to said highway, including, without limiting the foregoing,
all rights of ingress to or egress from the grantors remaining property contiguous
to the lands hereby conveyed, to or from said highway, ~~EXCEPTING AND RESERVING TO~~
~~the grantor, its successors or assigns, the right of access to the nearest roadway~~
~~of said highway over and across~~ foot section ~~which said section~~
~~for~~ Center at point directly opposite Highway Engineers Station

IN WITNESS WHEREOF, the said Thiokol Chemical Corporation
has caused this instrument to be executed by its proper officers thereunto duly
authorized, this _____ day of _____, A. D. 19 64.

STATE OF Pennsylvania)
COUNTY OF Bucks) ss
Thiokol Chemical Corporation
By: Alfred Raws Jr.
Alfred Raws, Jr.
Treasurer

On this 10th day of February, A. D. 19 64, personally appeared
before me, Alfred Raws, Jr., who, being
by me duly sworn said that he is the Treasurer of Thiokol Chemical
Corporation, a corporation, and that said
Instrument was signed in behalf of said corporation by authority of its by-laws
and the said Alfred Raws, Jr.
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 _____

James W. Kelly
Notary Public



RIGHT OF ENTRY AGREEMENT

Project No. I-15-8(6)334

Parcel No. 15-8:176:A

The undersigned hereby grant _____ to the State Road Commission 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.

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property in Lot 3 of Section 6, T. 5 N., R. 1 W., SLM. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the east line of said Lot 3 and the southwesterly right of way line of a street known as 33rd Street in Ogden, which point is approximately 297 ft. south from the N 1/4 corner of said Section 6; thence N. 63°33' W. 217 ft., more or less to the NW corner of said entire tract; thence S 44°19' E. 232. 7 ft.; thence S 20°13' E. 78 ft., more or less, to said east line; thence Northerly 138 ft., more or less, along said east line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 0.22 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

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 State Road Commission 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.

WITNESS:

Bruce Key -

THIOKOL CHEMICAL CORPORATION

By Alfred Raws Jr AK

STATE OF PENNSYLVANIA)

ss.

COUNTY OF BUCKS)

On the 10th day of February 1964, personally appeared before me Alfred Raws Jr, who, being by me duly sworn, did say, that he is the Treasurer of Thiokol Chemical Corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said Alfred Raws Jr acknowledged to me that said corporation executed the same.

My Commission expires:

James W. White Jr.
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>"T-1" Line</u> to Station _____	Project No. <u>I-15-8(6)334</u>	Davis County Line to 31st St. in Ogden
Westerly Side of Highway	Parcel No. <u>176:A</u>	at <u>31st St and I-15</u>

Date Feb. 10, 1964 Thiokol Chemical Corporation Grantor
 of 3340 Airport Road, Ogden, Weber County, Utah

No. 176:A Quit Claim (Corporation) deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
 over property described in said deed has been delivered to H. Wells Meeks
NAME OF AGENT

R/W Agent TITLE, as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

- Clear*
2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
 3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
 4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
 5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
 6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

Land as described in Quit Claim (Corporation) Deed No. 15-8:176:A

7. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands herein conveyed to or from the said Highway.
 8. The Grantor hereby agrees to pay all taxes that have been assessed against the said property.

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By: [Signature]
DISTRICT ENGINEER

Total Cash Settlement \$ 585.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By: [Signature]
RIGHT OF WAY AGENT

By: [Signature]
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE _____

Approved by MAR 31 1964 19____
 Road Commission

[Signature]
 Commission Secretary

RIGHT OF WAY ENGINEER

Thiokol Chemical Corporation

By: [Signature]
 Alfred Raws, Jr.
 Treasurer

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 D. Holbrook \$ 585.00
PARCEL NO. 176:A Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way 0.22 acres at \$2,650.00 per acre \$ 585.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 585.00

6. Salvage, amount \$ _____

Net Amount \$ 585.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

H. Wells Speltz

Date 6 March 1964

FILED AND RECORDED FOR

State Road Commission

BOOK 783 PAGE 346

1964 SEP 2 AM 11 59

Plotted ☒Indexed ☒Recorded ☒Abstracted ☒Compared ☒Page ☒JAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *William M. Peterson***Quit Claim Deed**
(CITY)Parcel No. 15-8:177:A
Project No. 1-15-8(6)334

OGDEN CITY CORPORATION, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the STATE ROAD COMMISSION OF UTAH, Grantee for the sum of Seven thousand seven hundred forty-four and no/100 dollars, the following described parcel of land in Weber County, State of Utah.

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property, in the $E\frac{1}{2}SW\frac{1}{4}$ of Section 31, T. 6 N., R. 1 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning on the northerly no access line of 31st Street in Ogden at a point opposite 31st Street Engineer Station 186+00, which point is approximately 573 ft. west and 106 ft. north from the $S\frac{1}{4}$ corner of said Section 31; thence Easterly 196 ft., more or less, along a straight line to a point 60.0 ft. radially distant northerly from the center line of a westbound ramp for said project at ramp road Engineer Station 10+00; thence Easterly 352.1 ft. along the arc of a 277.92 ft. radius curve to the left (Note: Tangent to said curve at its point of beginning bears N. $85^{\circ} 00' 39''$ E.); thence N. $12^{\circ} 25' E.$ 567.5 ft.; thence N. $12^{\circ} 30' 35'' W.$ 519 ft., more or less, to a northerly boundary line of said entire tract; thence Easterly 98 ft., more or less, along said northerly boundary line to the east line of the $SW\frac{1}{4}$ of said Section 31; thence Southerly 1282 ft., more or less, along said easterly line to said northerly no access line; thence Westerly 590 ft., more or less, along said northerly no access line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described parcel of land contains 2.92 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

To enable the Grantee to construct and maintain a public highway as a freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby release and relinquish to the Grantee any and all rights or easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed, to or from said highway.

IN WITNESS WHEREOF, the said Ogden City Corporation has caused this instrument to be executed by its proper officers thereunto duly authorized, this 17th day of April, A.D. 19 64.

ATTEST:

STATE OF UTAH

COUNTY OF WEBER

Mary E. Smith
City Recorder

) ss.

By

Samuel B. Hood

On this 17th day of April, A.D. 19 64, personally appeared before me, Samuel B. Hood and Mary E. Smith, who, being by me duly sworn said that they ~~is~~ are City Manager and City Recorder, respectively of Ogden City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said city by authority of a resolution adopted at a regular meeting of the Council of Ogden City held on the 16th day of April A.D. 19 64, and the said Samuel B. Hood and Mary E. Smith acknowledged to me that said city executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

My Commission Expires: _____

RW Special

Samuel B. Hood
Notary Public

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY CONTRACT

Station <u>1051+50+</u>	to Station <u>1069+00+</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line to <u>31st St. in Ogden</u>
			at intersection of
<u>Both</u>	Sides <u>S</u> of Highway	Parcel No. <u>177:A</u>	<u>I-15 and 31st St.</u>

Date 19 May 1964 Ogden City Corporation Grantor
of Municipal Building, Ogden, Wber County, Utah

No. 177:A Quit Claim (City) deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
over property described in said deed has been delivered to H. Wells Meeks
NAME OF AGENT
R/W Agent, as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

AMOUNT

Land as described in Quit Claim (City) Deed No. 15-8:177:A
Improvements located on the said tract.
Damages to the Grantor's remaining property.

\$17,000.00

7. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands herein conveyed to or from the said Highway; except that the Road Commission agrees to furnish an access road from the Grantor's property to the northerly side of 31st Street.
8. The salvage rights to the improvements on this tract are appraised at \$1,500.00 which amount is hereby deducted from this settlement.
9. The Grantor is to have sixty (60) days from the approval date of this Contract by the State Road Commission to remove all salvage from the aforesaid tract.
10. The Grantor agrees to leave the premises in a clean and presentable condition and to remove all rubble, debris, broken glass, etc. from the premises. In order to insure that this will be done \$500.00 is withheld from this settlement. This amount will be paid after property has been inspected by the District Engineer.

- 1,500.00

APPROVAL OF CONSTRUCTION ITEMS:

By [Signature]
DISTRICT ENGINEER

Total Cash Settlement \$ 15,500.00

m.B.O.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

OGDEN CITY CORPORATION

By [Signature]
RIGHT OF WAY AGENT
By [Signature]
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

[Signature]
City Manager

Approved by [Signature] 19 64
Road Commission
[Signature]
Commission Secretary RIGHT OF WAY ENGINEER

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 D. Holbrook \$17,000.00
PARCEL NO. 177:A Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 7,744.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvement taken or destroyed: \$ 8,656.00

3. Damages (Proximity severance, etc.) \$ 600.00

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ 17,000.00

6. Salvage, amount \$ 1,500.00

Net Amount \$ 15,500.00

Explain items in detail

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by *H. Wells Hecker*

Date 15 June 1964

STATE OF UTAH
COUNTY OF KANE
FILED AND RECORDED FOR
State Road Commission
DEC 9 11 11 AM '64

440234

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Follows 10612 (4) X
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Compared ☒ Page ☒

IN-BOOK OF RECORDS

RUTH EAMES HOLLEY
COUNTY RECORDS

Quit Claim Deed

Parcel No. 15-8:178
Project No. 1-15-8(6)334

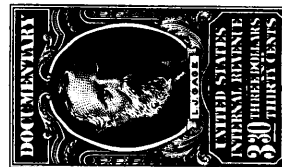
(CORPORATION)

THE MARQUARDT CORPORATION a corporation of
the State of California, Grantor, hereby QUIT CLAIMS to the STATE ROAD COM-
MISSION OF UTAH, Grantee, for the sum of Two thousand six hundred and forty
and no/100 Dollars, the following described
parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a frontage road incident to the construction
of a freeway known as Project No. 15-8, being part of an entire tract of
property, in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 31, T. 6 N., R. 1 W., S.L.B.&M. The bound-
aries of said parcel of land are described as follows:

Beginning on the easterly boundary line of said entire tract at a point
120.0 ft. radially distant northerly from the center line of 31st Street in
Ogden, which point is approximately 716 ft. west and 110 ft. north from the
S $\frac{1}{4}$ corner of said Section 31; thence Westerly 260 ft., more or less, along a
straight line to a point 100.0 ft. perpendicularly distant northerly from
said center line at 31st Street Engineer Station 182+00; thence N. 89°34' W.
250.0 ft.; thence S. 80°58' W. 152.1 ft. to the northerly existing no access
line of said 31st Street opposite 31st Street Engineer Station 178+00; thence
Westerly 50 ft., more or less, along said northerly existing no access line
to a point opposite 31st Street Engineer Station 177+50; thence N. 00°26' E.
50 ft., more or less, to a point 125.0 ft. perpendicularly distant northerly
from said center line; thence N. 89°34' E. 60.0 ft.; thence N. 86°46' E.
390.8 ft.; thence Easterly 260 ft., more or less, along a straight line to
said easterly boundary line at a point 170.0 ft. perpendicularly distant
northerly from said center line; thence Southerly 50 ft., more or less, along
said easterly boundary line to the point of beginning as shown on the official
map of said project on file in the office of the State Road Commission of Utah.
The above described parcel of land contains 0.75 acre, more or less.

Any and all water rights pertaining to the above described land are hereby
reserved by the grantor, and the grantee shall not be liable for any water
assessments now due or which shall become due.



IN WITNESS WHEREOF, the said corporation
has caused this instrument to be executed by its proper officers thereunto duly authorized, this 14th
day of October, A. D. 19 64 THE MARQUARDT CORPORATION

By Charles W. Newhall, Jr.
By Frank F. Forve

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 14th day of October, A. D. 1964, personally
appeared before me, Charles W. Newhall, Jr. and Frank F. Forve, who, being by
me duly sworn say that they are the Vice Pres. and Secretary of The Marquardt
Corporation, a corporation, and that the within and foregoing instrument was signed
in behalf of said corporation by authority of Board of Directors of said corporation

and the said individuals acknowledged to me that said corporation executed the same.
GIVEN UNDER my official seal and official seal the day and year in this certificate first above written.

NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
GIVEN L. HOLLEY
My Commission Expires Aug. 30, 1968

Gwen L. Holley
Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>177 + 50</u>	to Station <u>184 + 60</u>	Project No. <u>I-15-8(6)334 to 31st St. in Ogden</u>
Northerly of 31st St.		Parcel No. <u>178</u>
Davis County Line		

Date September 3, 1964 The Marquardt Corporation Grantor
 of 1000 West 33rd Street, Ogden, Utah

No. 178 Quit Claim Corporation deed for a tract of land for State highway purposes
 TYPE OF INSTRUMENT
 over property described in said deed has been delivered to H. Wells Weeks

Right of way agent NAME OF AGENT
 TITLE
 as escrow agent, with instructions to deliver said deed to
 the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
 undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the grantor for the following:

Land as described in Quit Claim Corporation Deed No. 15-8:178

7. The grantor hereby agrees to pay all taxes that have been assest against the said property.

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By _____
 DISTRICT ENGINEER

Total Cash Settlement \$ 2,640.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By [Signature]
 RIGHT OF WAY AGENT

By [Signature]
 ADMINISTRATOR, RIGHT OF WAY DIVISION

Approved by November 12, 1964
 Road Commission

[Signature]
 Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

The Marquardt Corporation

BY [Signature]
 Charles W. Newhall, Jr., Vice Pres.

[Signature]
 Frank F. Forve, Secretary

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334 D. Holbrook \$ 2,640.00
PARCEL NO. 178 Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 2,640.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 2,640.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

H. Wells

Date 30 October 1964

JOHN EAMES OLSEN
 ALDER COUNTY RECORDER
 DEPUTY *William A. Peterson*

Quit Claim Deed

(CONTROLLED ACCESS)

(CORPORATION)

THE MARQUARDT CORPORATION

 Parcel No. 15-8:178:A
 Project No. 1-15-8(6)334

_____, Grantor,
 a corporation of the State of California, hereby QUIT CLAIMS
 to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of
Fifteen hundred (\$1,500.00) Dollars, the following described
 parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being
 part of an entire tract of property in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 31, T. 6 N., R.
 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning on the easterly boundary line of said entire tract at a point
 120.0 ft. radially distant northerly from the center line of 31st Street, which
 point is approximately 716 ft. west and 110 ft. north from the S $\frac{1}{4}$ corner of
 said Section 31; thence Westerly 260 ft., more or less, along a straight line
 to a point 100.0 ft. perpendicularly distant northerly from the center line of
 said 31st Street at 31st Street Engineer Station 182+00; thence N. 89°34' W.
 250.0 ft.; thence S. 80°58' W. 152.1 ft. to the northerly existing no access
 line of said 31st Street opposite 31st Street Engineer Station 178+00; thence
 S. 89°34' E. 601.04 ft.; thence Northeasterly 75 ft., more or less, along a
 straight line to the point of beginning as shown on the official map of said
 project on file in the office of the State Road Commission of Utah. The above
 described parcel of land contains 0.35 acre, more or less.

Any and all water rights pertaining to the above described land are hereby
 reserved by the grantor, and the grantee shall not be liable for any water
 assessments now due or which shall become due.

To enable the Grantee to construct and maintain a public highway as a
freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated,
 1953, as amended, the Grantor hereby releases and relinquishes to the Grantee any and all rights or
 easements appurtenant to the Grantors remaining property by reason of location thereof with reference
 to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the
 Grantors remaining property contiguous to the lands hereby conveyed, to or from said highway.

IN WITNESS WHEREOF, the said The Marquardt Corporation
 has caused this instrument to be executed by its proper officers thereunto duly authorized, this
First day of June, A. D. 19 64

STATE OF California
 : SS
 COUNTY OF Los Angeles

by Paul A. Holland
Paul A. Holland, Treasurer-Controller

On this First day of June, A. D. 19 64, personally appeared
 before me, Paul A. Holland, who, being
 by me duly sworn says that he is Treasurer-Controller
 of The Marquardt Corporation, a corporation, and that said
 instrument was signed in behalf of said corporation by authority of The Board of
Directors, and the said Paul A. Holland
 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.

PHYLLIS E. PEMBLETON

My Commission Expires November 7, 1966,

My Commission Expires:

Notary Public

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station 178+00	to Station 184+60	Project No. I-15-8(6)334	Davis Co. Line to 31st St., Ogden
Northerly of 31st St. Side of Highway		Parcel No. 178:A Ab. 9th W. and 31st St.	

Date 5 May 1964 The Marquardt Corporation Grantor

of 1000 West 33rd Street, Ogden, Weber County, Utah

No. 178:A Quit Claim(Corporation) deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to H. Wells Meeks

NAME OF AGENT

R/W Agent

TITLE

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
 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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantors for the following: AMOUNT

Land as described in Quit Claim (Corporation) Deed No. 15-8:178:A
Improvements located on the said tract.

7. The Grantors hereby release and relinquish all rights of ingress to and egress from the Grantor's remaining property contiguous to the lands hereby conveyed to or from the said Highway.

8. The Grantor hereby agrees to pay all taxes that have been assessed against the said property.

9. The Road Commission agrees that the N/A Line fence will not extend west of Engineer's Station 178+50.

APPROVAL OF CONSTRUCTION ITEMS:

By

DISTRICT ENGINEER

Total Cash Settlement \$ 1,500.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By

RIGHT OF WAY AGENT

By

ADMINISTRATOR, RIGHT OF WAY DIVISION

DATE

Approved by
Road Commission

AUG 5 1964

19

Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

THE MARQUARDT CORPORATION

by

Paul A. Holland, Treasurer-Controller

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

Dean W. Hollbrook

\$ 1,500.00 App.

PARCEL NO. 178:A

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way .35

acres at _____

per acre

\$ 1,270.00

Easement _____

acres at _____

per acre

\$ _____

2. Value of improvements taken or destroyed:

\$ 230.00

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

\$ 1,500.00

Explain items in detail _____

Made settlement on the approved appraisal.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by

H. Wills McKee
M.R.O.

Date

June 9, 1964

560195

BOOK 979 PAGE 364

R/W Interstate Section
Rm 484, R.C.
State Office Bldg 84114
ORIGINAL

FILED AND RECORDED FOR

State Road Commission

14-040-0011

1971 NOV 2 AM 11 30

Platted ☒Indexed ☒☐

L&T No. 8832-1

Recorded ☒Abstracted ☒☐

Parcel No. 15-8:179

Compared ☒Page ☒☐

Project No. I-15-8(6)334

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*QUITCLAIM DEED

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Utah, GRANTOR, hereby QUITCLAIMS to the STATE ROAD COMMISSION OF UTAH, GRANTEE, for the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, the following described parcel of land situated in the County of Weber, State of Utah, to-wit:

A parcel of land situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, in Weber County, Utah, bounded and described as follows:

Commencing at a point in the south line of said Section 31 that is 660.0 feet distant west from the southeast corner of said section;

thence north along a straight line parallel with the east line of said Section 31 a distance of 166 feet, more or less, to a point in the southerly boundary line of 31st Street in Ogden that is 100 feet distant southeasterly, measured at right angles, from the center line of said street;

thence S. 83° 44' W. (Project No. I-15-8) which equals S. 83° 24' W. (Project No. F-037-1), along said southerly boundary line, a distance of 31.7 feet, more or less, to a point 100 feet distant southeasterly, measured at right angles, from the center line of 31st Street at Engineer's Station 208+50 thereon, said point being the true point of beginning of the parcel of land hereby described;

thence S. 6° 16' E. a distance of 22.0 feet;

thence S. 83° 44' W. a distance of 69 feet, more or less, to a point 75.0 feet distant westerly, measured radially, from the center line of the channel relocation of the Weber River incident to the construction of the freeway known as Project No. I-15-8;

thence southerly along a curve to the right having a radius of 389.01 feet and which is concentric with said center line of channel relocation, a distance of 97 feet, more or less, to a point of intersection with the south line of said Section 31 (a tangent to said curve at said point of intersection bearing approximately N. 2° 20' E.);

thence east along the south line of said section to a point 75.0 feet distant easterly, measured radially, from said center line of channel relocation;

thence northerly along a curve to the left having a radius of 539.01 feet and which is concentric with said center line of channel relocation, a distance of 136 feet, more or less, to a point in the southerly boundary line of 31st Street;

thence S. 83° 44' W. along said southerly boundary line a distance of 80 feet, more or less, to the true point of beginning.

Containing an area of 0.41 of an acre, more or less.

14

Any and all water rights pertaining to the above described land are hereby reserved by the Grantor, and the Grantee shall not be liable for any water assessments now due or which shall become due.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its _____ President and Assistant Secretary, thereunto duly authorized, on the 30 day of July, 1971.



UNION PACIFIC LAND RESOURCES CORPORATION

By J. W. Godfrey
President

Attest:
[Signature]
Assistant Secretary

STATE OF NEBRASKA)
: ss
County of Douglas)

On the 30 day of July, 1971, before me, a Notary Public in and for said County, personally appeared J. W. Godfrey, to me personally known to be the _____ President of UNION PACIFIC LAND RESOURCES CORPORATION, who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred by its By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

M. R. Sheridan
Notary Public

Residing at Omaha, Nebraska

My commission expires:

March 11, 1974



RIGHT OF WAY CONTRACT

1-15-8(G)334
Parcel 179

Station _____	to Station _____	Project No. _____	As listed below _____
_____	Side _____ of Highway _____	Parcel No. _____	As listed below _____

Union Pacific Land Resources Corporation
Date September 20, 1971 Oregon Short Line Railroad Company Grantor _____

of _____
No. _____ Quit Claim _____ deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT
over property described in said deed will be delivered to Max M. Williams
NAME OF AGENT

_____, as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor _____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. see below

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

1. Said grantor hereby conveys all of its right, title and interest in and to its property described in deeds referenced herein to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.
Pay cash in full to the Grantors for the following land as described in Quit Claim Deed Numbers:

1. Layton, Utah F-59(4) Lease L&T 14490, Audit A-69876 OSLRR Co, Deed L&T 8827 and UPLR Corp. Deed 8831-2.
2. Bear River Branch, Utah FAP-205-A(1) Par.12; OSLRR Co. Deed L&T 8828 and UPLR Corp. Deed L&T 8833-2. FAP-63-B-I-80-5(12)40 Par. 52; UPLR Corp. Deed L&T 8835-2 I-80N-5(12)40 Parcel 109; UPLR Corp. Deed L&T 8834-2.
3. Bet. 17th N. & Becks Overpass I-15-7(57)308 Par.162:A, UPLR Corp. Deed L&T8830-2
4. 12th N. to bet. 16 & 17th N. on 8th W. (shown originally as I-15-7(26)307) Parcel 18A; Lease L&T 16315, Audit No. A-84894, OSLRR Co. Deed L&T 8824.
5. 19th No. to Engr. Sta. 1748+40 Beck St. I-15-7(26)307 Ref. U-239(3) Parcel 12D; OSLRR Co. Deed L&T 8825.
6. Engr. Sta. 1748+40 to near S.L.-Davis Co. Ln. Beck's Overpass & Beck St. I-15-7(26)307 Parc. 12B & 13B; Agreement Audit 84492, OSLRR Co. Deed L&T 8826.
7. Ogden, Utah-U.P. Land Grant (formerly leased to Ogden City for garbage dump) I-15-8(6)334 Parcels 179, 179:A, 179:B, 179:S; UPLR Corp. Deeds L&T 8832-1, 8832-2, 8832-3, 8832-4.

It is understood that land described in Quitclaim Deed 140B:STAQ (OSLRR Co. Deed L&T 8828 and UPLR Corp. Deed L&T 8836) of Project I-15-7(4)307 is appraised at a total of \$162,840.00. This said land is being sold to Grantors and the amount is being deducted from the total.

AMOUNT
\$162,840.00
-162,840.00

A breakdown of parcels is outlined in letter to files dated July 28, 1971.

Certain of the above parcels, or portions thereof, are covered by Lease Agreement between the Utah State Road Commission and Oregon Short Line Railroad Company. It is further agreed that said Lease Agreements will be cancelled or amended as of the date the transaction is completed, insofar as they pertain to the land covered by virtue of the conveyance of said parcels.

APPROVAL OF CONSTRUCTION ITEMS:

By _____ DISTRICT ENGINEER

Total Cash Settlement \$ 0.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By _____ RIGHT OF WAY ACQUISITION AGENT
By _____ CHIEF, RIGHT OF WAY DIVISION
DATE 10/14/71

Approved by _____ 19 71
Road Commission _____
RIGHT OF WAY DESIGN ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

By C. E. Summerhays, Director
Oregon Short Line Railroad Company
By C. E. Summerhays, Director
Union Pacific Land Resources Corporation

GRANTOR _____

70711
560196
FILED AND RECORDED FOR
State Road Commission
1971 NOV 2 AM 11 30
RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY
BOOK 979 PAGE 366
14-040-0011
ORIGINAL
Filed ☒ Released ☐
Recorded ☒ Indexed ☐
Compared ☒ Page ☐
I&T No. 8832-2
Parcel No. 15-8:179:A
Project No. I-15-8(6)334
QUITCLAIM DEED

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Utah, GRANTOR, hereby QUITCLAIMS to the STATE ROAD COMMISSION OF UTAH, GRANTEE, for the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, the following described parcel of land situated in the County of Weber, State of Utah, to-wit:

All that part of the SE $\frac{1}{4}$ of Section 31, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, in Weber County, Utah, bounded and described as follows:

Beginning at the point of intersection of the northerly boundary line of that certain tract of land heretofore conveyed by Union Pacific Railroad Company to State Road Commission of Utah by Quitclaim Deed dated May 26, 1960 (for State Highway known as 31st Street in Ogden) with the north and south center line of said Section 31, said point being 132 feet, more or less, distant north from the south quarter-corner of said section;

thence N. 83° 44' E. (Project No. I-15-8) which equals N. 83° 24' E. (Project No. F-037-1), along the northerly boundary line of said tract heretofore conveyed, a distance of 1572.72 feet;

thence westerly and northwesterly along a line curving to the right, having a radius of 250.0 feet, and which is tangent at its point of beginning to the last described line, through an angle of 81° 09', a distance of 354.08 feet;

thence N. 11° 15' W. Along a straight line forming an angle of 3° 52' from northwest to north with a straight line drawn tangent to the end of the last described curve, a distance of 296.67 feet;

thence northwesterly along a line curving to the left, having a radius of 370.0 feet, and which is tangent at its point of beginning to a straight line forming an angle of 3° 52' from northwest to west with the last described line, through an angle of 67° 53', a distance of 438.37 feet;

thence N. 83° 00' W. along a straight line tangent to the end of the last described curve, a distance of 286.44 feet;

thence N. 34° 32' W. a distance of 240.81 feet;

thence N. 41° 09' W. a distance of 553.01 feet, more or less, to a point that is 160.0 feet distant northeasterly, measured at right angles, from the center line survey of freeway known as Project No. I-15-8 at Survey Station 1071+00 thereon;

thence N. 32° 07.5' W. a distance of 105 feet, more or less, to a point in the southerly boundary line of that certain tract of land heretofore conveyed by Union Pacific

Railroad Company to the Oregon Short Line Railroad Company by warranty deed dated October 24, 1907;

thence westerly along said southerly boundary line of tract heretofore conveyed to the Oregon Short Line Railroad Company by said deed dated October 24, 1907, which is a straight line parallel with and 136.0 feet distant southerly from the westerly production of the south line of Thirtieth Street in the City of Ogden, a distance of 82 feet, more or less, to a point in the north and south center line of said Section 31;

thence southerly along said north and south center line of section a distance of 1657 feet, more or less, to the point of beginning.

Also, a parcel of land situate in the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of said Section 31, Township 6 North, Range 1 West, in Weber County, Utah, bounded and described as follows:

Beginning at the point of intersection of the south line of said Section 31 with the southerly boundary line of said tract of land heretofore conveyed by deed dated May 26, 1960 for 31st Street, said point being 100 feet distant southeasterly, measured at right angles, from the center line of said 31st Street, and approximately 576 feet distant east from the south quarter-corner of said Section 31;

thence N. 83° 44' E. (Project No. I-15-8) which equals N. 83° 24' E. (Project No. F-037-1), along the southerly boundary line of said tract heretofore conveyed for 31st Street, a distance of 1107 feet, more or less, to a point 100 feet distant southeasterly, measured at right angles, from the center line of 31st Street at Engineer's Station 208+50 thereon;

thence S. 6° 16' E. a distance of 22.0 feet;

thence S. 83° 44' W. a distance of 76.75 feet to a point of tangency with a 160.0 foot radius curve to the left;

thence southwesterly along said curve to the left a distance of 172 feet, more or less, to a point in the south line of said Section 31;

thence west along the south line of said section a distance of 901 feet, more or less, to the point of beginning.

Excepting and excluding from the last above described parcel of land all that portion thereof which was included in that certain tract of land 66.0 feet wide heretofore conveyed by Union Pacific Railroad Company to State Road Commission of Utah by quitclaim deed dated May 26, 1960, said tract 66.0 feet wide extends northerly and southerly across the above described parcel of land and lies between lines parallel with and 33.0 feet distant, measured at right angles, on each side of a straight line that extends north from a point on the south line of said Section 31 that is approximately 1424.0 feet distant west from the southeast corner of said section.

Containing total net area of 32.04 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the Grantor, and the Grantee shall not be liable for any water assessments now due or which shall become due.

To enable the Grantee to construct and maintain a public highway as a freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby releases and relinquishes to the Grantee any and all rights or easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed, to or from said highway.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its _____ President and Assistant Secretary, thereunto duly authorized, on the 30 day of July, 1971.

UNION PACIFIC LAND RESOURCES CORPORATION

By

President

Attest:

Assistant Secretary

STATE OF NEBRASKA)

: ss

County of Douglas)

On the 30 day of July, 1971, before me a Notary Public in and for said County, personally appeared J. W. Godfrey, to me personally known to be the _____ President of UNION PACIFIC LAND RESOURCES CORPORATION, who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred by its By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

M. R. Sheridan

Notary Public

Residing at Omaha, Nebraska

My commission expires:

March 11, 1974

RIGHT OF WAY CONTRACT

1-15-8 (6)334
Parcel 179A

Station _____ to Station _____ Project No. _____ As listed below

Side _____ of Highway _____ Parcel No. _____ As listed below

Union Pacific Land Resources Corporation
Oregon Short Line Railroad Company Grantor

Date September 20, 1971

No. _____ Quit Claim _____ deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed will be delivered to Max M. Williams

NAME OF AGENT

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. see below

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

1. Said grantor hereby conveys all of its right, title and interest in and to its property described in deeds referenced herein to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Pay cash in full to the Grantors for the following land as described in Quit Claim Deed Numbers:

1. Layton, Utah F-59(4) Lease L&T 14490, Audit A-69876 OSLRR Co, Deed L&T 8827 and UPLR Corp. Deed 8831-2.
2. Bear River Branch, Utah FAP-205-A(1) Par.12; OSLRR Co. Deed L&T 8828 and UPLR Corp. Deed L&T 8833-2. FAP-63-B-I-80-5(12)40 Par. 52; UPLR Corp. Deed L&T 8835-2 I-80N-5(12)40 Parcel 109; UPLR Corp. Deed L&T 8834-2.
3. Bet. 17th N. & Becks Overpass I-15-7(57)308 Par.162:A, UPLR Corp. Deed L&T8830-2
4. 12th N. to bet. 16 & 17th N. on 8th W. (shown originally as I-15-7(26)307) Parcel 18A; Lease L&T 16315, Audit No. A-84894, OSLRR Co. Deed L&T 8824.
5. 19th No. to Engr. Sta. 1748+40 Beck St. I-15-7(26)307 Ref. U-239(3) Parcel 12D; OSLRR Co. Deed L&T 8825.
6. Engr. Sta. 1748+40 to near S.L.-Davis Co. Ln. Beck's Overpass & Beck St. I-15-7(26)307 Parc. 12B & 13B; Agreement Audit 84492, OSLRR Co. Deed L&T 8826.
7. Ogden, Utah-U.P. Land Grant (formerly leased to Ogden City for garbage dump) I-15-8(6)334 Parcels 179, 179:A, 179:B, 179:S; UPLR Corp. Deeds L&T 8832-1, 8832-2, 8832-3, 8832-4.

It is understood that land described in Quitclaim Deed 140B:STAQ (OSLRR Co. Deed L&T 8828 and UPLR Corp. Deed L&T 8836) of Project I-15-7(4)307 is appraised at a total of \$162,840.00. This said land is being sold to Grantors and the amount is being deducted from the total.

A breakdown of parcels is outlined in letter to files dated July 28, 1971.

Certain of the above parcels, or portions thereof, are covered by Lease Agreement between the Utah State Road Commission and Oregon Short Line Railroad Company. It is further agreed that said Lease Agreements will be cancelled or amended as of the date the transaction is completed, insofar as they pertain to the land covered by virtue of the conveyance of said parcels.

APPROVAL OF CONSTRUCTION ITEMS:

By _____ DISTRICT ENGINEER

Total Cash Settlement \$ 0.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval

By _____ RIGHT OF WAY ACQUISITION AGENT

By _____ CHIEF, RIGHT OF WAY DIVISION

Approved by _____ Road Commission

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

by C. E. Summerhays, Director
Oregon Short Line Railroad Company

by C. E. Summerhays, Director
Union Pacific Land Resources Corporation

10/14/71

1971

RIGHT OF WAY DESIGN ENGINEER

560197

FILED AND RECORDED FOR

State Road Commission

BOOK 979 PAGE 369

ORIGINAL

1974 NOV 2 AM 11 30

Platted

Recorded

Compared

14-040-0011

Indexed

Page

☐ L&T No. 8832-3☐ Parcel No. 15-8:179B☐ Project No. I-15-8(6)334RUTH EAMES OLSEN
WEBER COUNTY RECORDERDEPUTY *Jillman & Sullivan*QUITCLAIM DEED

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Utah, GRANTOR, hereby QUITCLAIMS to the STATE ROAD COMMISSION OF UTAH, GRANTEE, for the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, the following described parcel of land situated in the County of Weber, State of Utah, to-wit:

A parcel of land situate in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, in Weber County, Utah, bounded and described as follows:

Beginning at the point of intersection of the southerly boundary line of that certain tract of land heretofore conveyed by Union Pacific Railroad Company to the Oregon Short Line Railroad Company by warranty deed dated October 24, 1907 with the northeasterly boundary line of the freeway known as Project No. I-15-8, which point is approximately 1789 feet north and approximately 82 feet east from the south quarter-corner of said Section 31;

thence S. 32° 07.5' E. along said northeasterly boundary line of freeway a distance of 105 feet, more or less, to a point that is 160.0 feet distant northeasterly, measured at right angles, from the center line survey of said freeway at Survey Station 1071+00 thereon;

thence S. 41° 09' E. along said northeasterly line of freeway a distance of 80.0 feet;

thence N. 48° 51' E. a distance of 136.0 feet;

thence N. 13° 09' W. a distance of 56.9 feet, more or less, to a point in said southerly boundary line of tract heretofore conveyed to Oregon Short Line Railroad Company;

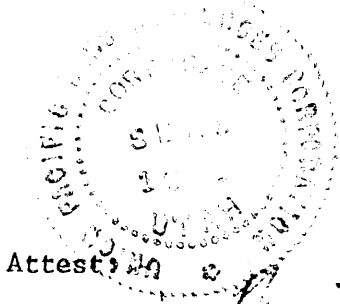
thence westerly along said southerly boundary line, which is a straight line parallel with and 136.0 feet distant southerly from the westerly production of the south line of Thirtieth Street in the City of Ogden, a distance of 198 feet, more or less, to the point of beginning.

Containing an area of 0.43 of an acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the Grantor, and the Grantee shall not be liable for any water assessments now due or which shall become due.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its _____ President and Assistant Secretary, thereunto duly authorized, on the 30 day of July, 1971.

UNION PACIFIC LAND RESOURCES CORPORATION



By

President

Attest

Kashecker
Assistant Secretary

STATE OF NEBRASKA)

: ss

County of Douglas)

On the 30 day of July, 1971, before me, a Notary Public in and for said County, personally appeared J. W. Godfrey, to me personally known to be the _____ President of UNION PACIFIC LAND RESOURCES CORPORATION, who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred by its By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

M. R. Sheridan
Notary Public
Residing at Omaha, Nebraska

My commission expires:

March 11, 1974



RIGHT OF WAY CONTRACT

1-15-8(6)334
Parcel 179B

Station _____ to Station _____ Project No. _____ As listed below
Side _____ of Highway _____ Parcel No. _____ As listed below
Union Pacific Land Resources Corporation
Date September 20, 1971 Oregon Short Line Railroad Company Grantor
of _____

No. _____ Quit Claim TYPE OF INSTRUMENT deed for a tract of land for State highway purposes
over property described in said deed will be delivered to Max M. Williams NAME OF AGENT

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. See below

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

1. Said grantor hereby conveys all of its right, title and interest in and to its property described in deeds referenced herein to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Pay cash in full to the Grantors for the following land as described in Quit Claim Deed Numbers:

1. Layton, Utah F-59(4) Lease L&T 14490, Audit A-69876 OSLRR Co, Deed L&T 8827 and UPLR Corp. Deed 8831-2.
2. Bear River Branch, Utah FAP-205-A(1) Par.12; OSLRR Co. Deed L&T 8828 and UPLR Corp. Deed L&T 8833-2. FAP-63-B-I-80-5(12)40 Par. 52; UPLR Corp. Deed L&T 8835-2 I-80N-5(12)40 Parcel 109; UPLR Corp. Deed L&T 8834-2.
3. Bet. 17th N. & Becks Overpass I-15-7(57)308 Par.162:A, UPLR Corp. Deed L&T8830-2
4. 12th N. to bet. 16 & 17th N. on 8th W. (shown originally as I-15-7(26)307) Parcel 18A; Lease L&T 16315, Audit No. A-84894, OSLRR Co. Deed L&T 8824.
5. 19th No. to Engr. Sta. 1748+40 Beck St. I-15-7(26)307 Ref. U-239(3) Parcel 12D; OSLRR Co. Deed L&T 8825.
6. Engr. Sta. 1748+40 to near S.L.-Davis Co. Ln. Beck's Overpass & Beck St. I-15-7(26)307 Parc. 12B & 13B; Agreement Audit 84492, OSLRR Co. Deed L&T 8826.
7. Ogden, Utah-U.P. Land Grant (formerly leased to Ogden City for garbage dump) I-15-8(6)334 Parcels 179, 179:A, 179:B, 179:S; UPLR Corp. Deeds L&T 8832-1, 8832-2, 8832-3, 8832-4.

It is understood that land described in Quitclaim Deed 140B:STAQ (OSLRR Co. Deed L&T 8828 and UPLR Corp. Deed L&T 8836) of Project I-15-7(4)307 is appraised at a total of \$162,840.00. This said land is being sold to Grantors and the amount is being deducted from the total.

A breakdown of parcels is outlined in letter to files dated July 28, 1971.

Certain of the above parcels, or portions thereof, are covered by Lease Agreement between the Utah State Road Commission and Oregon Short Line Railroad Company. It is further agreed that said Lease Agreements will be cancelled or amended as of the date the transaction is completed, insofar as they pertain to the land covered by virtue of the conveyance of said parcels.

APPROVAL OF CONSTRUCTION ITEMS:

By _____ DISTRICT ENGINEER

Total Cash Settlement \$ 0.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH Recommended for approval

By _____ RIGHT OF WAY ACQUISITION AGENT
By _____ CHIEF, RIGHT OF WAY DIVISION DATE 10/14/71

Approved by _____ Road Commission 19 71

by C. E. Summerhays, Director Oregon Short Line Railroad Company
by C. E. Summerhays, Director Union Pacific Land Resources Corporation

GRANTOR
RIGHT OF WAY DESIGN ENGINEER

560198

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14-000-0011

ORIGINAL

FILED AND RECORDED FOR

State Road Commission

1971 NOV 2 AM 11 30

Noted ☒ Indexed ☐ ☐ ☐
Recorded ☒ Abstracted ☐
Compared ☒ Page ☐

L&T No. 8832-4

Parcel No. 15-8:179:S

Project No. I-15-8(6)334

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY

QUITCLAIM DEED

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Utah, GRANTOR, hereby QUITCLAIMS to the STATE ROAD COMMISSION OF UTAH, GRANTEE, for the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, the following described parcel of land situated in the County of Weber, State of Utah, to-wit:

A parcel of land situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, in Weber County, Utah, bounded and described as follows:

Beginning at a point in the south line of said Section 31 that is 660.0 feet distant west from the southeast corner of said section;

thence north along a straight line parallel with the east line of said Section 31 a distance of 166 feet, more or less, to the southeasterly corner of that certain tract of land which was heretofore conveyed by Union Pacific Railroad Company to State Road Commission of Utah by quitclaim deed dated May 26, 1960 (for State Highway known as 31st Street in Ogden);

thence S. 83° 44' W. (Project No. I-15-8) which equals S. 83° 24' W. (Project No. F-037-1), along the southerly boundary line of said tract heretofore conveyed, a distance of 237 feet, more or less, to a point 75.0 feet distant easterly, measured radially, from the center line of the channel relocation of Weber River incident to the construction of the freeway identified as Project No. I-15-8;

thence southerly along a curve to the right having a radius of 539.01 feet, and which is concentric with said center line of channel relocation, a distance of 136 feet, more or less, to a point in the south line of said Section 31 (a tangent to said curve at the point of beginning thereof bearing approximately S. 12° 47' E.);

thence east along the south line of said section a distance of 221 feet, more or less, to the point of beginning.

Also, a parcel of land situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31, Township 6 North, Range 1 West, in Weber County, Utah, bounded and described as follows:

Commencing at a point in the south line of said Section 31 that is 660.0 feet distant west from the southeast corner of said section;

thence north along a straight line parallel with the east line of said Section 31 a distance of 166 feet, more or less, to a point in the southerly boundary line of 31st Street in Ogden that is 100 feet distant southeasterly, measured at right angles, from the center line of said street;

thence S. 83° 44' W. (Project No. I-15-8) which equals S. 83° 24' W. (Project No. F-037-1) along said southerly boundary line, a distance of 317 feet, more or less, to a point 100 feet distant southeasterly, measured at right angles, from the center line of 31st Street at Engineer's Station 208+50 thereon;

thence S. 6° 16' E. a distance of 22.0 feet;

thence S. 83° 44' W. a distance of 69 feet, more or less, to a point 75.0 feet distant westerly, measured radially, from said center line of channel relocation of Weber River, which point is the true point of beginning of the parcel of land hereby described;

thence continuing S. 83° 44' W. a distance of 7 feet, more or less, to a point 122 feet distant southeasterly, measured at right angles, from said center line of 31st Street at Engineer's Station 207+73.25 thereon;

thence southwesterly along a curve to the left having a radius of 160.0 feet, and which is tangent at its point of beginning to the last described line, a distance of 172 feet, more or less, to a point in the south line of said Section 31;

thence east along the south line of said section a distance of 142 feet, more or less, to a point 75.0 feet distant westerly, measured radially, from said center line of channel relocation;

thence northerly along a curve to the left having a radius of 389.01 feet, and which is concentric with said center line of channel relocation, a distance of 97 feet, more or less, to the true point of beginning.

The two last above described parcels contain an area of 1.00 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the Grantor, and the Grantee shall not be liable for any water assessments now due or which shall become due.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its _____ President and Assistant Secretary, thereunto duly authorized, on the 30 day of July, 1971.

UNION PACIFIC LAND RESOURCES CORPORATION

Attest:

By

President

Assistant Secretary



STATE OF NEBRASKA)

: ss
County of Douglas)

On the 30 day of July, 1971, before me, a Notary Public in and for said County, personally appeared J. V. [unclear], to me personally known to be the _____ President of UNION PACIFIC LAND RESOURCES CORPORATION, who being duly sworn did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred by its By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporation.

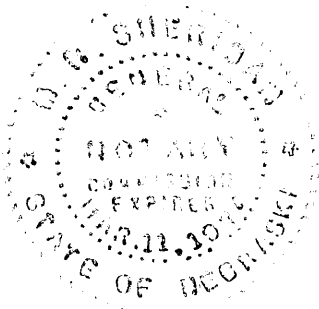
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

M. R. Sheridan
Notary Public

Residing at Omaha, Nebraska

My commission expires:

March 11, 1974



RIGHT OF WAY CONTRACT

1-15-8(6)334
Parcel 179.S

Station _____ to Station _____ Project No. _____ As listed below
Side _____ of Highway _____ Parcel No. _____ As listed below
Union Pacific Land Resources Corporation
Date September 20, 1971 Oregon Short Line Railroad Company Grantor
of _____

No. _____ Quit Claim deed for a tract of land for State highway purposes
TYPE OF INSTRUMENT
over property described in said deed will be delivered to Max M. Williams
NAME OF AGENT

_____, as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor_____, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases. See below~~

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) 1. Said grantor hereby conveys all of its right, title and interest in and to its property described in deeds referenced herein to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.
Pay cash in full to the Grantors for the following land as described in Quit Claim Deed Numbers:

1. Layton, Utah F-59(4) Lease L&T 14490, Audit A-69876 OSLRR Co, Deed L&T 8827 and UPLR Corp. Deed 8831-2.
2. Bear River Branch, Utah FAP-205-A(1) Par.12; OSLRR Co. Deed L&T 8828 and UPLR Corp. Deed L&T 8833-2. FAP-63-B-I-80-5(12)40 Par. 52; UPLR Corp. Deed L&T 8835-2 I-80N-5(12)40 Parcel 109; UPLR Corp. Deed L&T 8834-2.
3. Bet. 17th N. & Becks Overpass I-15-7(57)308 Par.162:A, UPLR Corp. Deed L&T8830-2
4. 12th N. to bet. 16 & 17th N. on 8th W. (shown originally as I-15-7(26)307) Parcel 18A; Lease L&T 16315, Audit No. A-84894, OSLRR Co. Deed L&T 8824.
5. 19th No. to Engr. Sta. 1748+40 Beck St. I-15-7(26)307 Ref. U-239(3) Parcel 12D; OSLRR Co. Deed L&T 8825.
6. Engr. Sta. 1748+40 to near S.L.-Davis Co. Ln. Beck's Overpass & Beck St. I-15-7(26)307 Parc. 12B & 13B; Agreement Audit 84492, OSLRR Co. Deed L&T 8826.
7. Ogden, Utah-U.P. Land Grant (formerly leased to Ogden City for garbage dump) I-15-8(6)334 Parcels 179, 179:A, 179:B, 179:S; UPLR Corp. Deeds L&T 8832-1, 8832-2, 8832-3, 8832-4.

AMOUNT
\$162,840.00
-162,840.00

It is understood that land described in Quitclaim Deed 140B:STAQ (OSLRR Co. Deed L&T 8828 and UPLR Corp. Deed L&T 8836) of Project I-15-7(4)307 is appraised at a total of \$162,840.00. This said land is being sold to Grantors and the amount is being deducted from the total.

A breakdown of parcels is outlined in letter to files dated July 28, 1971.

Certain of the above parcels, or portions thereof, are covered by Lease Agreement between the Utah State Road Commission and Oregon Short Line Railroad Company. It is further agreed that said Lease Agreements will be cancelled or amended as of the date the transaction is completed, insofar as they pertain to the land covered by virtue of the conveyance of said parcels.

APPROVAL OF CONSTRUCTION ITEMS:

By _____ DISTRICT ENGINEER
Total Cash Settlement \$ _____ 0.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH
Recommended for approval
By Max M. Williams
RIGHT OF WAY ACQUISITION AGENT
By [Signature] 10/4/71
CHIEF, RIGHT OF WAY DIVISION DATE
Approved by [Signature] 10/15/71
Road Commission 19 71
[Signature]
RIGHT OF WAY DESIGN ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.
by C. E. Summerhays, Director
Oregon Short Line Railroad Company
by C. E. Summerhays, Director
Union Pacific Land Resources Corporation

GRANTOR

STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR

441535

BOOK 793 PAGE 361

FOLLOWS 10610

Platted ☐ Indexed ☐
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

IN BOOK OF RECORDS

RUTH B. BROWN
COUNTY CLERK

Quit Claim Deed

(Controlled Access)

Parcel No. 15-8:180:A
Project No. 1-15-8(6)334

Sullivan & Peterson
Deputy
Ogden City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of **Four Hundred & Fifty-Six & 75/100** Dollars, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a freeway known as Project No. 15-8, being part of an entire tract of property, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, T. 6 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 80.0 ft. perpendicularly distant southwesterly from the center line of a southbound ramp road for said project at ramp road Engineer Station 26+31.01, which point is approximately 1436 ft. north and 117 ft. west from the S $\frac{1}{4}$ corner of said Section 31; thence N. 25° 26' W. 192 ft., more or less, to the north boundary line of said entire tract; thence East 182 ft., more or less, along said north boundary line to the east line of the SW $\frac{1}{4}$ of said Section 31; thence South 200.0 ft.; thence West 98 ft., more or less, along the south boundary line of said entire tract to a point S. 8° 50' E. from the point of beginning; thence N. 8° 50' W. 27 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described parcel of land contains 0.63 acre, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

To enable the Grantee to construct and maintain a public highway as a freeway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby release and relinquish to the Grantee any and all rights or easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed, to or from said highway.

IN WITNESS WHEREOF, the said
has caused this instrument to be executed by its proper officers thereunto duly authorized, this 19th day of November, A.D. 1964.

ATTEST:

Kathryn N. Putnam Ass't. City Recorder
STATE OF UTAH)

James R. Eide
By Acting City Manager
OGDEN CITY, A Municipal Corporation

COUNTY OF)
; ss.

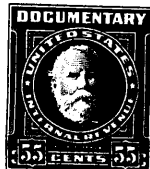
On this 19th day of November, A.D. 1964, personally appeared before me, JAMES R. EIDE and Kathryn N. Putnam, who, being by me duly sworn said that they are acting as the City Manager and City Recorder of OGDEN CITY, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said city by authority of a resolution adopted at a regular meeting of the Ogden City Council held on the 19th day of November, A.D. 1964, and the said JAMES R. EIDE & KATHRYN N. PUTNAM acknowledged to me that said city executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

My Commission expires: March 14, 1968

Hugh O. Hall
Notary Public

RW Special



STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>1069 1/2 00</u>	to Station <u>1070 1/2 85</u>	Project No. <u>I-15-8(6)334</u>	<u>31st St. in Ogden</u> <u>San Jose St. E of 1100 W St.</u>
<u>Westerly</u>	Side of Highway	Parcel No. <u>180:A -</u>	<u>Ogden, Utah</u>

Date November 4, 1964 OGDEN CITY CORPORATION Grantor
of Municipal Building, Ogden, Utah

No. 180:A Quit Claim (City) deed for a tract of land for State highway purposes
over property described in said deed has been delivered to H. Wells Meeks
NAME OF AGENT

Right of Way Agent, as escrow agent, with instructions to deliver said deed to
the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the
undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:
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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear

- All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.
- All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.
- No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.
- The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.
- If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) Pay cash in full to the Grantor for the following:

Land is described in Quit Claim Corporation Deed No.
15-8:180:A.

7. The Grantor hereby releases and relinquishes all rights of ingress to and egress from the Grantor's remaining property contiguous to the property herein conveyed to or from the said highway.

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 456.75

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT
By Arvilla Farnsworth
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by
Road Commission DEC 17 1964 19

Arvilla Farnsworth
Acting Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

OGDEN CITY CORPORATION

BY James R. Biale
Acting City Manager

ATTEST:

Kathryn N. Putnam
Ass't City Recorder

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. I-15-8(6)334

M. Twitchell \$ 456.00

PARCEL NO. 180:A

Pre-negotiation appraisals

\$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:

Right of Way _____ acres at _____ per acre \$ 456.75
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed:

\$ _____

3. Damages: (Proximity, severance, etc.)

\$ _____

4. Moving and/or rehabilitation of buildings and appurtenances:

\$ _____

5. Controlled access:

\$ _____

Gross Amount

\$ _____

6. Salvage, amount

\$ _____

Net Amount

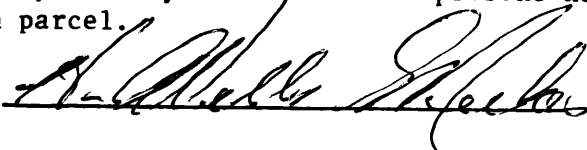
\$ 456.75

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by



Date

30 November 1964

QUIT CLAIM DEEDParcel No. 15-8:181
Project No. 1-15-8(6)334

OGDEN CITY, a municipal corporation of the State of Utah, Grantor,
hereby QUIT CLAIMS to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum
of Two Thousand Seven Hundred and Eighty (\$2,780.00) Dollars, the following
described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee for a frontage road incident to the
construction of a freeway known as Project No. 15-8, being part of
an entire tract of property, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 6, T. 5 No.,
R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described
as follows:

Beginning at a point 186.0 ft. radially distant southerly from the
center line of 31st Street in Ogden at 31st Street Engineer Station
185+00, which point is approximately 670 ft. west and 195 ft. south
from the N $\frac{1}{2}$ corner of said Section 6; thence N. 28°23' W. 108.8 ft.;
thence Westerly 49.8 ft. along the arc of a 5819.65 ft. radius curve
to the right (Note: Tangent to said curve at its point of beginning
bears S. 89°27' W.); thence N. 89°34' W. 651.04 ft.; thence S. 00°26' W.
50.0 ft.; thence S. 89°34' E. 651.04 ft. to a point of tangency with
a 5869.65 ft. radius curve to the left; thence Easterly 50.2 ft. along
the arc of said 5869.65 ft. radius curve; thence S. 48°30' E. 68.4 ft.
to the point of beginning as shown on the official map of said project
on file in the office of the State Road Commission of Utah. The above
described parcel of land contains 0.83 acre, more or less.

Any and all water rights pertaining to the above described land are
hereby reserved by the grantor, and the grantee shall not be liable for
any water assessments now due or which shall become due.

Reserving to the Grantor a continuing right and easement over the
easterly 350 feet of the above described Parcel to take any action
necessary to prevent the erection or growth of any roadbed, structure,
tree, shrub or other object above the elevation of 4404 feet above
mean sea level and to remove or mark and light as obstructions to air
navigation any and all structures, trees, shrubs or other objects
that may at any time project or extend above the said elevation
together with the right of ingress to, egress from and passage over
the easterly 350 feet of above described Parcel for such purposes.

By acceptance hereof the Grantee agrees and covenants it will not
hereafter erect or permit the erection or growth of any roadbed,
structure, tree, shrub or other object within the easterly 350 feet
of the above described Parcel to a height exceeding 4404 feet above
mean sea level.

By its acceptance hereof the Grantee further agrees that if any
covenant or agreement contained herein is violated, fee simple title
to the above described parcel shall revert automatically and
immediately without notice to Ogden City Corporation.

IN WITNESS WHEREOF, the said OGDEN CITY, a municipal corporation, has
caused this instrument to be executed by its proper officers thereunto duly
authorized, this 11th day of February, 1965.

OGDEN CITY, a municipal corporation

ATTEST:

Mary E. Smith
City Recorder

James R. Riddle
Acting City Manager

STATE OF UTAH)
 (SS
 County of Weber)

On this 11th day of February, 1965, personally appeared before me JAMES R. EIDE and MARY E. SMITH, who, being by me duly sworn said that they are the Acting City Manager and the City Recorder of OGDEN CITY, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said OGDEN CITY, a municipal corporation, by authority of a resolution of its City Council held on the 11th day of February, 1965, and the said JAMES R. EIDE and MARY E. SMITH acknowledged to me that said city executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

Augl. C. Hall
 NOTARY PUBLIC
 Residing at:

My Commission expires:

3/14/68

State Dept of Highways
State Office Bldg
841X
Platted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒
Follows 1070 3D

BOOK 801 PAGE 441

75" 447473

FILED AND RECORDED FOR
Utah State Dept of Highways
1965 MAR 31 AM 10 59

RESOLUTION NO. 399-65

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Virginia McWilliam*

**RESOLUTION AUTHORIZING SALE OF LAND TO THE STATE ROAD
COMMISSION OF UTAH FOR CONSTRUCTION OF INTERSTATE 15.**

WHEREAS, The State Road Commission of Utah needs the tract of land more particularly described on the attached Quit Claim Deed for its construction of Interstate 15; and

WHEREAS, that Commission has offered to pay Ogden City \$2,780.00 for that land;

NOW, THEREFORE, be it resolved by the Council of Ogden City that the City sell to the State Road Commission of Utah the land described in the attached Quit Claim Deed for the purpose therein stated, and that the Acting City Manager and City Recorder are authorized and directed to execute the original of said Quit Claim Deed for and on behalf of Ogden City and to take all other action as necessary to collect the payment therefor and complete the conveyance thereof.

DATED this 11th day of February, 1965.

Mervin E. Allen
MAYOR

ATTEST:

Mary E. Smith
CITY RECORDER

STATE ROAD COMMISSION OF UTAH

RIGHT OF WAY CONTRACT

Station <u>185±00/</u>	<u>31st St.</u>	<u>31st St.</u>	Project No. <u>I-15-8(6)334</u>	Davis County Line
to Station <u>193±00/</u>		to 31st St., Ogden		
Southerly		Side of Highway	Parcel No. <u>181</u>	at the Airport Road and 31st Street

Date 16 February 1965 Ogden City Corporation Grantor

of Municipal Building, Ogden, Weber County, Utah

No. 181 Quit Claim deed for a tract of land for State highway purposes

TYPE OF INSTRUMENT

over property described in said deed has been delivered to H. Wells Meeks

NAME OF AGENT

Right of Way Agent

as escrow agent, with instructions to deliver said deed to the State Road Commission of Utah, State Capitol, Salt Lake City, Utah, upon the delivery to said escrow agent, for the undersigned grantor, of a copy of this agreement properly executed and approved by the Road Commission.

IN CONSIDERATION of the foregoing, and other considerations hereinafter set forth it is mutually agreed by the parties hereto as follows:

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 furnished to the Road Commission, and the total amount in cash settlement shall be paid to the grantor except such portion thereof, as the grantor may assign to a lien holder in obtaining the partial releases.

Clear.

2. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner.

3. All structures, improvements, or other facilities when removed and relocated or reconstructed by the Road Commission, shall be left in as good condition as found.

4. No work, improvement, alteration or maintenance will be done or made other than or in addition to that provided for in this agreement.

5. The parties have here set out the whole of their agreement. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve the Road Commission of all further obligations or claims on that account, or on account of the location, grade and construction of the proposed highway.

6. If and when possession is taken by it of the said tract of land hereinabove referred to, the Road Commission shall comply with the following:

(A) **Pay cash in full to the Grantor for the following:**

Land as described in Quit Claim Deed No. 15-8:181

AMOUNT

APPROVAL OF CONSTRUCTION ITEMS:

By _____
DISTRICT ENGINEER

Total Cash Settlement \$ 2,780.00

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE ROAD COMMISSION OF UTAH

Recommended for approval

By H. Wells Meeks
RIGHT OF WAY AGENT

By Clarence J. Alfred
ADMINISTRATOR, RIGHT OF WAY DIVISION DATE

Approved by March 12, 1965
Road Commission

Clarence J. Alfred
Commission Secretary

RIGHT OF WAY ENGINEER

It is understood by the parties hereto that this instrument is an option until approved by the Director of Highways.

OGDEN CITY, A Municipal Corporation

By James R. Eide
James R. Eide, Acting City Manager

ATTEST: Mary E. Smith
Mary E. Smith, City Recorder

GRANTOR

STATE ROAD COMMISSION OF UTAH
RIGHT OF WAY ACQUISITION SUMMARY

Sheet one of _____

PROJECT NO. T-15-8(6)334 D. Holbrook \$ 2,780.00
PARCEL NO. 181 Pre-negotiation appraisals \$ _____

* * * * *

DETAILS OF FINAL SETTLEMENT

1. Value of land acquired:
Right of Way _____ acres at _____ per acre \$ 2,780.00
Easement _____ acres at _____ per acre \$ _____

2. Value of improvements taken or destroyed: \$ _____

3. Damages: (Proximity, severance, etc.) \$ _____

4. Moving and/or rehabilitation of buildings and appurtenances: \$ _____

5. Controlled access: \$ _____

Gross Amount \$ _____

6. Salvage, amount \$ _____

Net Amount \$ 2,780.00

Explain items in detail _____

The Grantor settled on the approved appraisal offer.

I hereby certify that I have no present nor anticipated future interest in the within parcel.

Signed by N. Wells Hyde

Date 19 February 1965

AGREEMENT
(CONTROLLED ACCESS)

Parcel No. 15-8:182:AX
Project No. 1-15-8(6)334

THIS AGREEMENT, made and entered into this 8 day of April 1966
by and between the State Road Commission of Utah, hereinafter called the "Road Commission," and
Roy City, a municipal corporation of the State of Utah, hereinafter
called the "City."

WITNESSETH:

WHEREAS, the Road Commission has adopted a resolution declaring that highway known as
1-15-8(6)334 to be a freeway, and portions
of which highway lie within the limits of the City, and,

WHEREAS, a plan for said highway has heretofore been prepared by the Road Commission showing
that portion of said highway within the limits of the City as it affects the roads of the City, including
the provisions for connecting said City streets with said highway, for closing, and for relocation
of City streets,

NOW THEREFORE, it is agreed:

1. The City agrees and consents to the connection and/or crossing of said City streets and said
highway, closing or relocation of City streets as described below and/or other construction affecting
City streets, all as shown on the official maps of the Highway Department and made a part hereof by
this reference.

2. The Road Commission in the construction of said highway will, at the expense of the Road
Commission, make such changes affecting City streets in accordance with the said plans, or as the same
may be hereafter modified by subsequent agreement between the parties hereto.

3. The City will resume control and maintenance over each of the relocated or reconstructed City
streets on notice from the Road Commission that the work herein provided for on such street has been
completed, except as to any portion thereof which is adopted by the Road Commission as a part of said
highway proper.

4. This agreement may be modified at any time by the mutual consent of the parties hereto, as
may become necessary for the best accomplishment through Road Commission and City cooperation
of the whole _____ project for the benefit of the people of the State and City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their
proper officers thereunto duly authorized, the day and year first above written.

By _____

Mayor

ATTEST: _____

Title _____

STATE ROAD COMMISSION OF UTAH:

By _____

Acting Director of Highways

ATTEST: _____

Secretary

AGREEMENT
(CONTROLLED ACCESS)

Parcel No. 15-8:183:AX
Project No. 1-15-8(6)334

THIS AGREEMENT, made and entered into this 16th day of January 19 67
by and between the State Road Commission of Utah, hereinafter called the "Road Commission," and
Town of Riverdale, a municipal corporation of the State of Utah, hereinafter
called the "City."

WITNESSETH:

WHEREAS, the Road Commission has adopted a resolution declaring that highway known as
1-15-8(6)334 to be a freeway, and portions
of which highway lie within the limits of the City, and,

WHEREAS, a plan for said highway has heretofore been prepared by the Road Commission showing
that portion of said highway within the limits of the City as it affects the roads of the City, including
the provisions for connecting said City streets with said highway, for closing, and for relocation
of City streets,

NOW THEREFORE, it is agreed:

1. The City agrees and consents to the connection and/or crossing of said City streets and said
highway, closing or relocation of City streets as described below and/or other construction affecting
City streets, all as shown on the official maps of the Highway Department and made a part hereof by
this reference.

2. The Road Commission in the construction of said highway will, at the expense of the Road
Commission, make such changes affecting City streets in accordance with the said plans, or as the same
may be hereafter modified by subsequent agreement between the parties hereto.

3. The City will resume control and maintenance over each of the relocated or reconstructed City
streets on notice from the Road Commission that the work herein provided for on such street has been
completed, except as to any portion thereof which is adopted by the Road Commission as a part of said
highway proper.

4. This agreement may be modified at any time by the mutual consent of the parties hereto, as
may become necessary for the best accomplishment through Road Commission and City cooperation
of the whole _____ project for the benefit of the people of the State and City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their
proper officers thereunto duly authorized, the day and year first above written.

By Gail L. Sanders
Mayor

ATTEST: Martha F. Davis

Title Recorder

STATE ROAD COMMISSION OF UTAH:

By Henry C. [Signature]
Director of Highways
ATTEST: Arvilla Farnsworth
Acting Secretary

AGREEMENT
(CONTROLLED ACCESS)

Parcel No. 15-8:184:AX
Project No. 1-15-8(6)334

THIS AGREEMENT, made and entered into this 14 day of APRIL 1966
by and between the State Road Commission of Utah, hereinafter called the "Road Commission," and
Ogden City, a municipal corporation of the State of Utah, hereinafter
called the "City."

WITNESSETH:

WHEREAS, the Road Commission has adopted a resolution declaring that highway known as
1-15-8(6)334 to be a freeway, and portions
of which highway lie within the limits of the City, and,

WHEREAS, a plan for said highway has heretofore been prepared by the Road Commission showing
that portion of said highway within the limits of the City as it affects the roads of the City, including
the provisions for connecting said City streets with said highway, for closing, and for relocation
of City streets,

NOW THEREFORE, it is agreed:

1. The City agrees and consents to the connection and/or crossing of said City streets and said
highway, closing or relocation of City streets as described below and/or other construction affecting
City streets, all as shown on the official maps of the Highway Department and made a part hereof by
this reference.

2. The Road Commission in the construction of said highway will, at the expense of the Road
Commission, make such changes affecting City streets in accordance with the said plans, or as the same
may be hereafter modified by subsequent agreement between the parties hereto.

3. The City will resume control and maintenance over each of the relocated or reconstructed City
streets on notice from the Road Commission that the work herein provided for on such street has been
completed, except as to any portion thereof which is adopted by the Road Commission as a part of said
highway proper.

4. This agreement may be modified at any time by the mutual consent of the parties hereto, as
may become necessary for the best accomplishment through Road Commission and City cooperation
of the whole _____ project for the benefit of the people of the State and City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their
proper officers thereunto duly authorized, the day and year first above written.

OGDENCITY

By

JAMES R. EIDE, ACTING CITY MANAGER

ATTEST:

Title

CITY RECORDER

STATE ROAD COMMISSION OF UTAH:

By

Director of Highways

ATTEST:

Secretary

RESOLUTION NO. 464-66

RESOLUTION APPROVING AGREEMENT WITH STATE ROAD
COMMISSION OF UTAH CONCERNING CONSTRUCTION OF FREEWAY
I-15 IN A PORTION OF OGDEN CITY.

BE IT RESOLVED by the Council of Ogden City that
said City hereby accepts the agreement with the State Road
Commission of Utah, a copy of which is attached hereto and
made a part hereof, concerning the construction of Interstate
15 in a part of Ogden City.

BE IT FURTHER RESOLVED that the city manager is
authorized and directed to execute said agreement and the
city recorder is authorized and directed to attest the same,
both for and on behalf of Ogden City.

DATED this 14th day of April, 1966.


ASS'T. M A Y O R

ATTEST:


CITY RECORDER

AGREEMENT
(CONTROLLED ACCESS)

Parcel No. 15-8:185:AX
Project No. 1-15-8(6)334

THIS AGREEMENT, made and entered into this 12 day of April, 1966
by and between the State Road Commission of Utah, hereinafter called the "Road Commission," and
the County of Weber, State of Utah, hereinafter called the "County,"

WITNESSETH:

WHEREAS, the Road Commission has adopted a resolution declaring that highway known as
1-15-8(6)334 to be a freeway, and por-
tions of which highway lie within the limits of the County, and,

WHEREAS, a plan for said highway has heretofore been prepared by the Road Commission showing
that portion of said highway within the limits of the County as it affects the roads of the County, including
the provisions for connecting said County roads with said highway, for closing, and for relocation of
County roads,

NOW THEREFORE, it is agreed:

1. The County agrees and consents to the connection and/or crossing of said County roads and
said highway, closing or relocation of County roads as described below and/or other construction
affecting County roads, all as shown on the official maps of the Highway Department and made a part
hereof by this reference.

2. The Road Commission in the construction of said highway will, at the expense of the Road
Commission, make such changes affecting County roads in accordance with the said plans, or as the
same may be hereafter modified by subsequent agreement between the parties hereto,

3. The County will resume control and maintenance over each of the relocated or reconstructed
County Roads on notice from the Road Commission that the work herein provided for on such road has
been completed, except as to any portion thereof which is adopted by the Road Commission as a part of
said highway proper.

4. This agreement may be modified at any time by the mutual consent of the parties hereto, as may
become necessary for the best accomplishment through Road Commission and County cooperation
of the whole _____ project for the benefit of the people of the State and County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their
proper officers thereunto duly authorized, the day and year first above written.

County of _____, State of Utah.

STATE ROAD COMMISSION OF UTAH

By David D. Livers
Chairman, of Board of County Commissioners

By R.W. Shaffer
Acting Director

ATTEST: Michael Hansen
County Clerk

ATTEST: David A. Zerk
Secretary

INDEX TO SHEETS

UTAH

STATE ROADS

STATE ROAD COMMISSION

— FEDERAL AID SYSTEM
— OTHER STATE ROADS

SCALE: 1" = 40 MILES

IDAHO

ARIZONA

COLORADO

SALT LAKE CITY

OGDEN

PROVO

MOJAVE

PLANS OF PROPOSED STATE ROAD

FEDERAL AID PROJECT

WEBER COUNTY
LENGTH 4.45 MILES

I-15-8 (6) 334

SCALES:

PLAN 

PROFILE { HORIZ. 

STA. 836+67
BEG. of PROJ
4-15-8(6) 334

STA. 1072+00
END of PROJ
T-15-8(6) 334

DAVIS COUNTY

BOX ELDER COUNT

PROJECT#: I-15-8(6)334
COUNTY: WEBER
ROUTE: I-15
BEGIN / END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET #: 73
SHEET TYPE: (TITLE PLAN, SUMMARY, TOTAL TRACT)

UTAH STATE DEPARTMENT OF HIGHWAYS
RECOMMENDED FOR APPROVAL _____ 1960

CHIEF DESIGN ENGINEER
RECOMMENDED FOR APPROVAL _____ 1960

APPROVED: _____ 1960

DIRECTOR OF HIGHWAY.

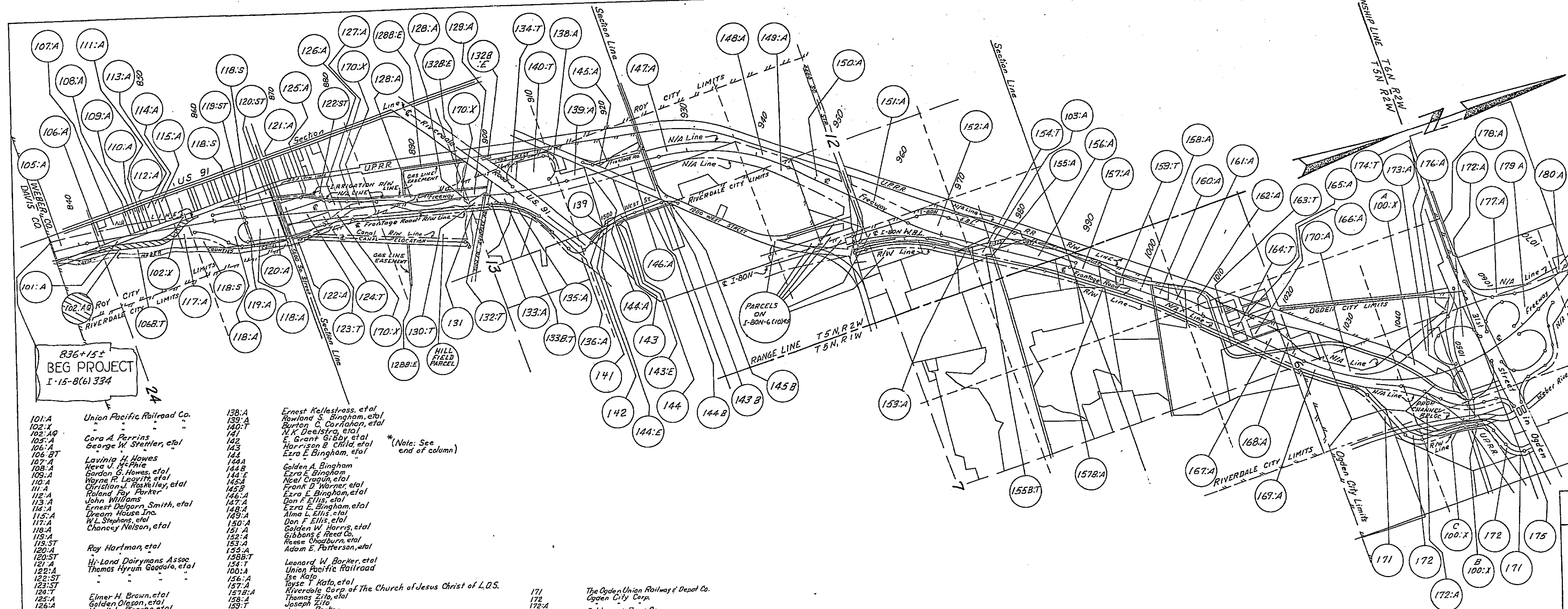
DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

APPROVED:

DIVISION ENGINEER DATE

Sheet 2

PROJECT#: I-15-8(6)334
COUNTY: WEBER
ROUTE: 1-15
BEGIN / END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET #: 2
SHEET TYPE: TITLE, PLAN, SUMMARY, TOTAL TRACT



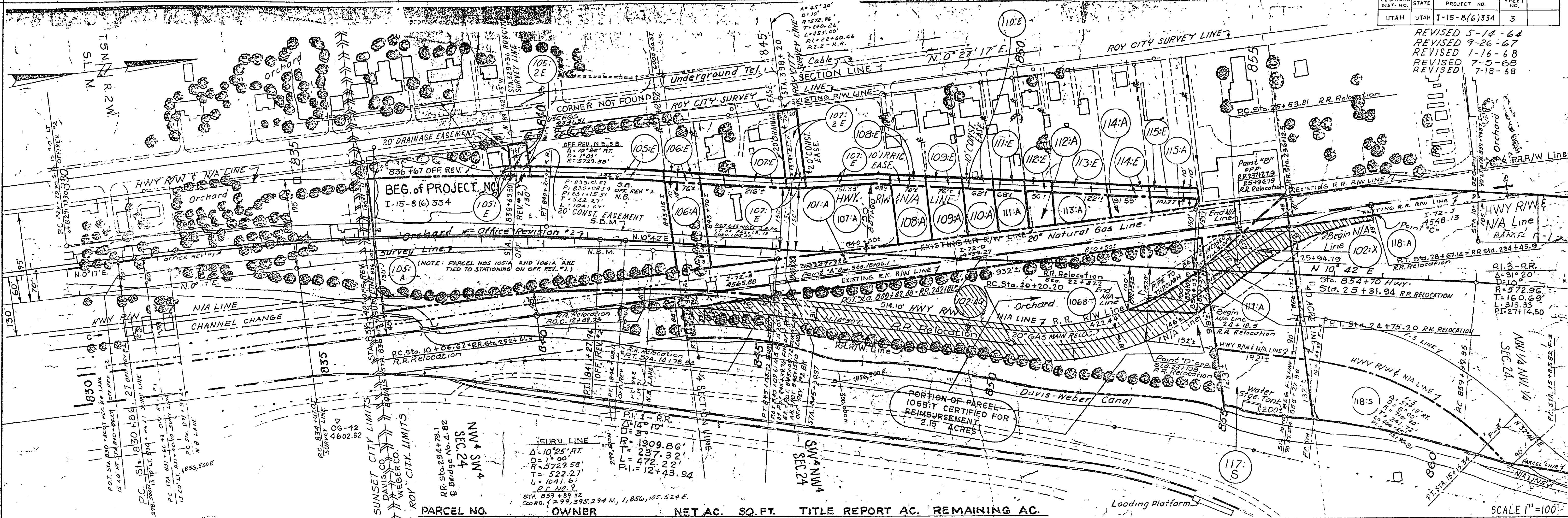
1072+00
END PROJECT
I-15-8(6)334

836+15±
BEG PROJECT
I-15-8(6)334

- | | | | | | | | |
|--|--|---|--|---------------------------|---|---|---|
| 101:A
102:X
102:A
105:A
106:A
106:BT
107:A
108:A
109:A
110:A
111:A
112:A
113:A
114:A
115:A
117:A
118:A
119:A
120:ST
121:A
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123:ST
124:T
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126:A
127:A
128:A
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130:T
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134:T
135:A
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Roland Fay Parker
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W.L. Stephens, et al
Chancey Nelson, et al
Roy Hartman, et al
Hi-Land Dairyman's Assoc.
Thomas Hyrum Goodale, et al
Elmer H. Brown, et al
Golden Olson, et al
Verdi L. Fingee, et al
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178:A
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180A | Ernest Kellestrass, et al
Rowland S. Bingham, et al
Burton C. Corrahan, et al
N.K. Deelstra, et al
E. Grant Gribby, et al
Harrison B. Child, et al
Ezra E. Bingham, et al
Golden A. Bingham
Ezra E. Bingham
Neal Oregon, et al
Frank D. Warner, et al
Ezra E. Bingham, et al
Don F. Ellis, et al
Ezra E. Bingham, et al
Alma L. Ellis, et al
Don F. Ellis, et al
Golden W. Harris, et al
Gibbons & Reed Co.
Reese Chadburn, et al
Adam E. Patterson, et al
Leonard W. Barker, et al
Union Pacific Railroad
Ise Kato
Toys T. Kato, et al
Riverdale Corp. of The Church of Jesus Christ of L.D.S.
Thomas Zito, et al
Joseph Zito
Leone Parker
Eugene D. Parker, et al
George W. Wilson
Holley Company
Blake J. Holley, et al
Salt Lake & Ogden Railway Co.
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Minnie Carter
Lucy L. Toomer
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100:X | The Ogden Union Railway & Depot Co.
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Gibbons & Reed Co.
Gibbons Realty Co.
Ogden Union Depot
Ogden City
Marquardt Aircraft Co
Union Pacific Railroad
Utah Power & Light Co.
Union Pacific Railroad Co. | United States of America
Rowland S. Bingham, et al
Alma L. Ellis, et al
Harrison B. Child, et al |
|--|--|---|--|---------------------------|---|---|---|

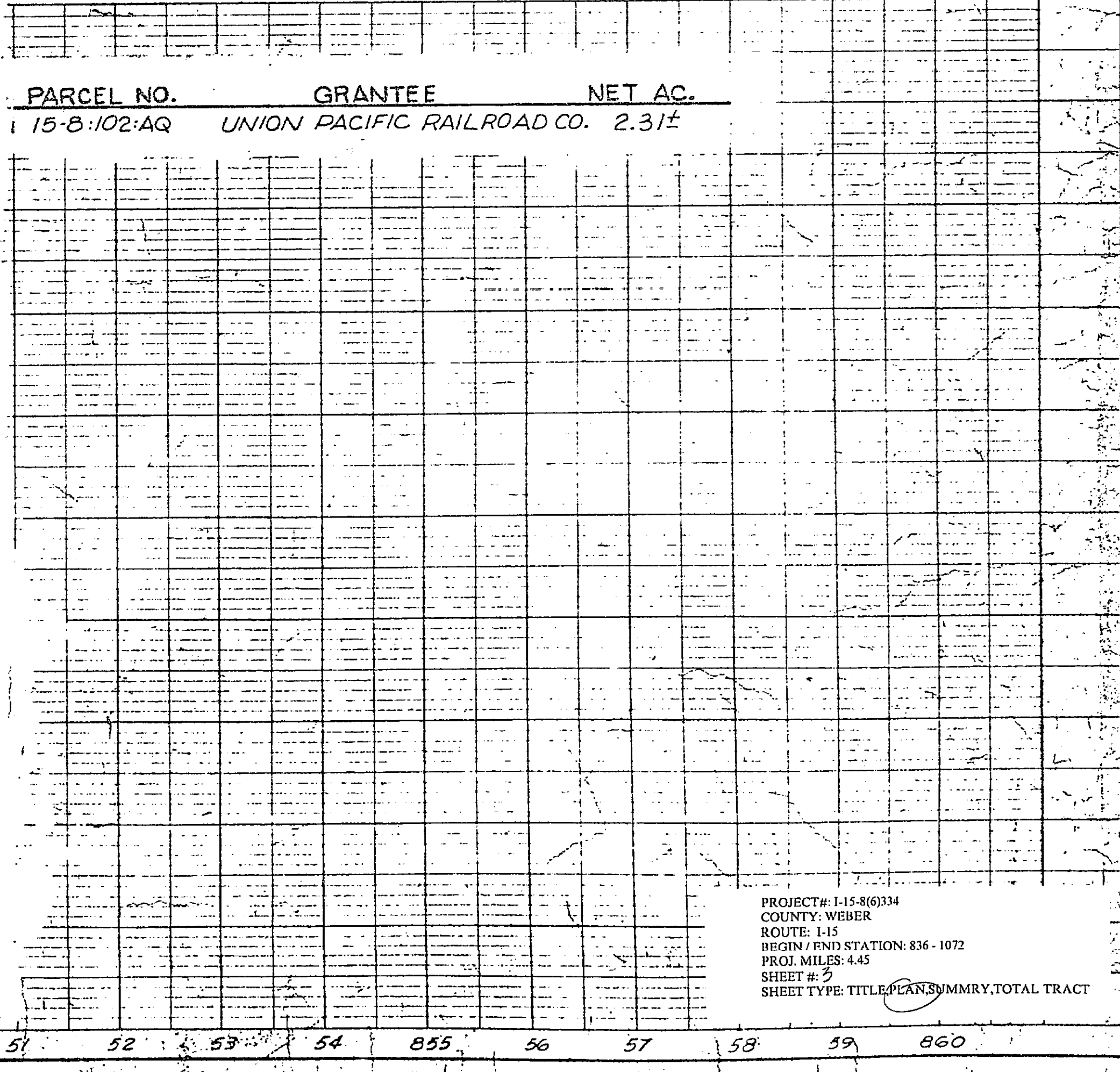
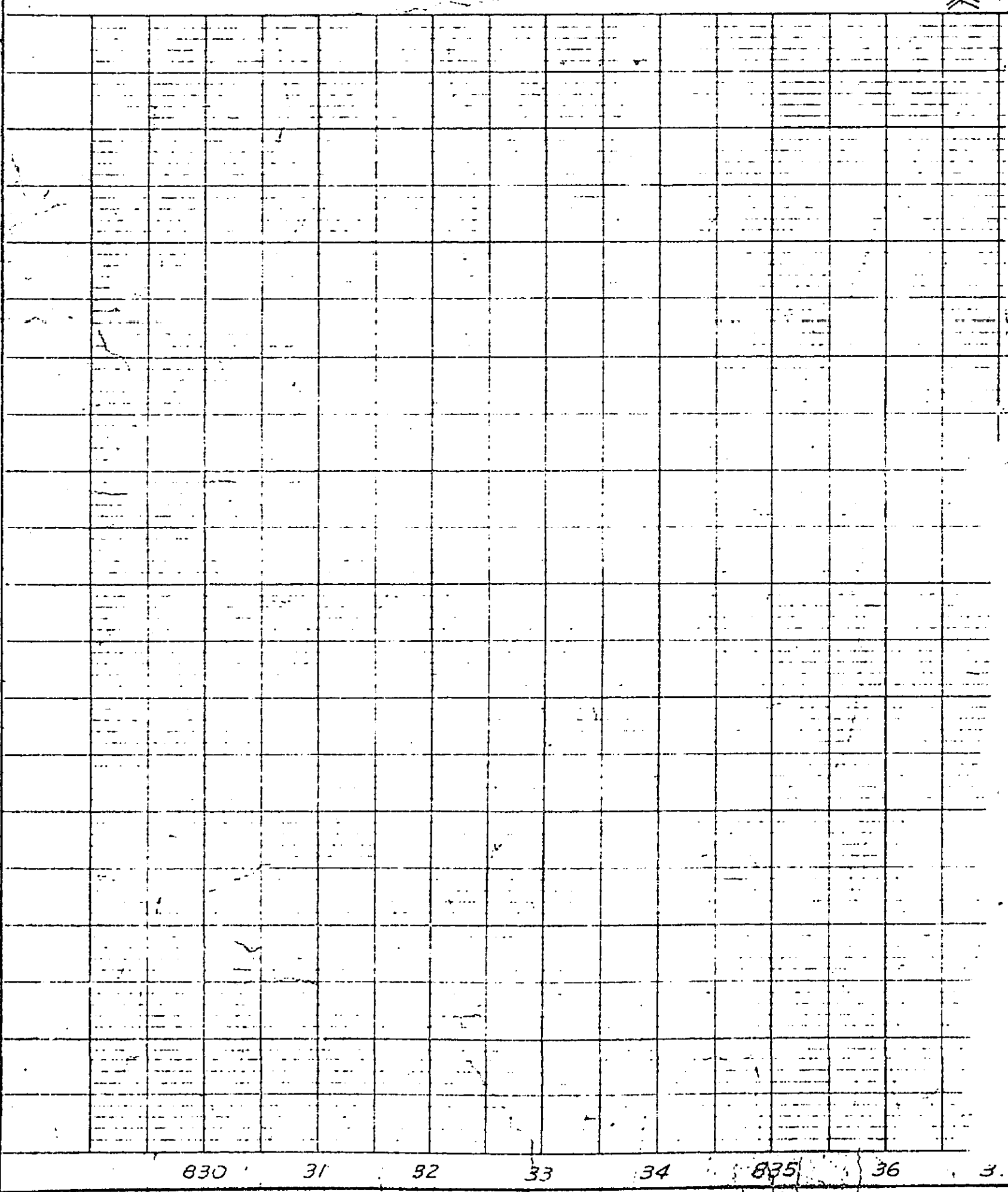
TOTAL TRACT MAP
DAVIS CO. LINE-31ST STREET
IN OGDEN
I-15-8(6)334
SCALE: 1" = 1000'
DRAWN BY JLB
MAY 3, 1963

REVISED 5-14-64
REVISED 9-26-67
REVISED 1-16-68
REVISED 7-5-68
REVISED 7-18-68



PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
105-A	CORA A. PERRINS	3.621	4.92	1.30	
106-A	GEORGE W. STETTLER, et al	0.341	4.720	0.221	
106-B	GEORGE W. STETTLER, et al	5.771	5.77	0.77	
107-A	LAVINIA H. HOWES, et al	0.421	5.02	1.55	
108-A	WALTER GORDON MCPHIE, ET AL	0.221	0.56	0.34	
109-A	GORDON G. HOWES, et al	0.201	8.587	0.56	
110-A	WAYNE R. LEAVITT, et al	0.161	6.800	0.50	
111-A	CHRISTIAN J. ROSKELLEY, et al	0.141	5.963	0.50	
112-A	ROLAND FAY PARKER, ET AL	0.101	4.290	0.41	
113-A	JOHN WILLIAMS	0.171	7.440	0.89	
114-A	ERNEST DELGARN SMITH, ET AL	0.091	5.870	0.67	
115-A	DREAM HOUSE, INC.	0.061	2.550	0.74	
117-S	W. L. STEPHANS, ET AL	0.561	24.510	2.031	1.471 LF 0.00 R.F.
117-A	DREAM HOUSE, INC.	1.101	3.19	2.03	
118-A	CHANCEY NELSON, et al	1.761	18.53	2.54	
118-S	CHANCEY NELSON, et al	1.741			
101-A	UNION PACIFIC RAILROAD CO.	2.111			
102-X					
105-E	CORA A. PERRINS	0.081	(PERMANENT)		
105-E	"	0.081	(TEMPORARY)		
106-E	GEORGE W. STETTLER, ET AL	0.021	(PERMANENT)		
106-E	"	0.021	(TEMPORARY)		
107-E	LAVINIA H. HOWES	0.091	(PERMANENT)		
107-E	"	0.091	(TEMPORARY)		
108-E	WALTER G. MCPHIE, ET AL	0.021	(PERMANENT)		
108-E	"	0.021	(TEMPORARY)		
109-E	GORDON G. HOWES, ET AL	0.021	(PERMANENT)		
109-E	"	0.021	(TEMPORARY)		
110-E	WAYNE R. LEAVITT, ET AL	0.021	(PERMANENT)		
110-E	"	0.021	(TEMPORARY)		
111-E	CHRISTIAN J. ROSKELLEY, ET AL	0.021	(PERMANENT)		
111-E	"	0.021	(TEMPORARY)		
112-E	ROLAND FAY PARKER, ET AL	0.011	(PERMANENT)		
112-E	"	0.011	(TEMPORARY)		
113-E	JOHN WILLIAMS	0.031	(PERMANENT)		
113-E	"	0.031	(TEMPORARY)		
114-E	ERNEST DELGARN SMITH, ET AL	0.021	(PERMANENT)		
114-E	"	0.021	(TEMPORARY)		
115-E	DREAM HOUSE, INC.	0.021	(PERMANENT)		
115-E	"	0.021	(TEMPORARY)		
105-2E	CORA A. PERRINS	0.331	(PERMANENT)		
105-2E	"	0.031	(TEMPORARY)		
107-2E	LAVINIA H. HOWES	0.081	(PERMANENT)		
107-2E	"	0.081	(TEMPORARY)		

PARCEL NO.	GRANTEE	NET AC.
15-B-102-AQ	UNION PACIFIC RAILROAD CO.	2.311



PROJECT: I-15-8(6)334
COUNTY: WEBER
ROUTE: 1-15
BEGIN/END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET # 3
SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT

REVISED 12-26-69
REVISED 4-1-88

FED. ROAD DIST. NO.	STATE	PROJECT NO.	SHEET NO.
UTAH	UTAH	I-15-8(6)334	4

REVISED 3-23-65
REVISED 8-25-67
REVISED 9-26-67
REVISED 1-16-68
REVISED 11-18-68
REVISED 12-17-68
REVISED 3-28-69
REVISED 12-9-69 N13°06'E

PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.	PARCEL NO.	GRANTEE	NET AC.
15-8-118:A	CHANCEY NELSON, ET AL	13.76 ±		18.53	2.54 ±	15-8-128:QE	THE MOUNTAIN FUEL SUPPLY CO.	0.79 ±
118:S	CHANCEY NELSON, ET AL	1.74 ±				122:STAQ	MAXINE S. BROWN	0.22 ±
119:A	"	0.54 ±	23,609	0.59	0.00	118:SAQ	ROY HARTMAN	0.75 ±
119:ST	"	0.05 ±	2,170			128D:Q	DAVIS & WEBER COUNTIES CANAL CO.	5.497
120:A	ROY HARTMAN, ET AL	2.34 ±		3.02				
121:A	HILAND DAIRYMANS ASSOC.	0.55 ±	24,130	2.14	1.54 ±			
122:A	THOMAS HYRUM GOODALE, ET AL	1.73 ±		2.00	0.00			
122:ST	THOMAS HYRUM GOODALE, ET AL	0.22 ±	9,580					
123:T	LALONI McMURRIN HILTON ET AL	3.08 ±		3.17	0.00			
124:T	"	2.19 ±		2.26	0.00			
125:A	MAXINE S. BROWN	0.02 ±	670	1.22	1.20 ±			
126:A	GOLDEN OLESON, ET AL	1.28 ±		4.89	3.61 ±			
127:A	VERDI L. PINGREE, ET AL	0.99 ±		9.25	8.26 ±			
128:A	G. I. EAMES, ET AL	3.79 ±		15.00	10.77 ±			
170:X	DAVIS & WEBER CO. CANAL COMP.							
120:ST	ROY HARTMAN, ET AL	0.42 ±	18,414	SEE 20:A				
128B:E	UNITED STATES OF AMERICA	0.40 ±	17,340					
128:E	G. I. EAMES, ET AL	0.79 ±	34,230					
1205:R	DAVIS & WEBER COUNTIES CANAL CO.	0.05 ±	2,211					
128D:A (PARCEL No. 1)	GENERAL SERVICES ADMIN	4.965	(SEE NOTE ON SH. 4A)					
128D:A (PARCEL No. 2)	"	5.497	(SEE NOTE ON SH. 4A)					
128F	(SEE NOTE ON SH. 4A)	13.676						
118D:E	KAZUO IWASAKI, ET AL	0.15 ±						
118D:E	KAZUO IWASAKI, ET AL	0.15 ±						
170:A	DAVIS & WEBER COUNTIES CANAL COMPANY	5.676						

H. A. F. BASE CURVE DATA				
NO.	DELTA	RADIUS	TANGENT	LENGTH
1.	24° 20' LT.	1200.00	258.72	509.64
2.	2° 54' RT.	2000.00	50.63	101.23
3.	8° 05' LT.	2200.00	155.45	310.38
4.	32° 42' RT.	200.00	58.67	114.14
5.	15° 28' RT.	200.00	27.15	53.99

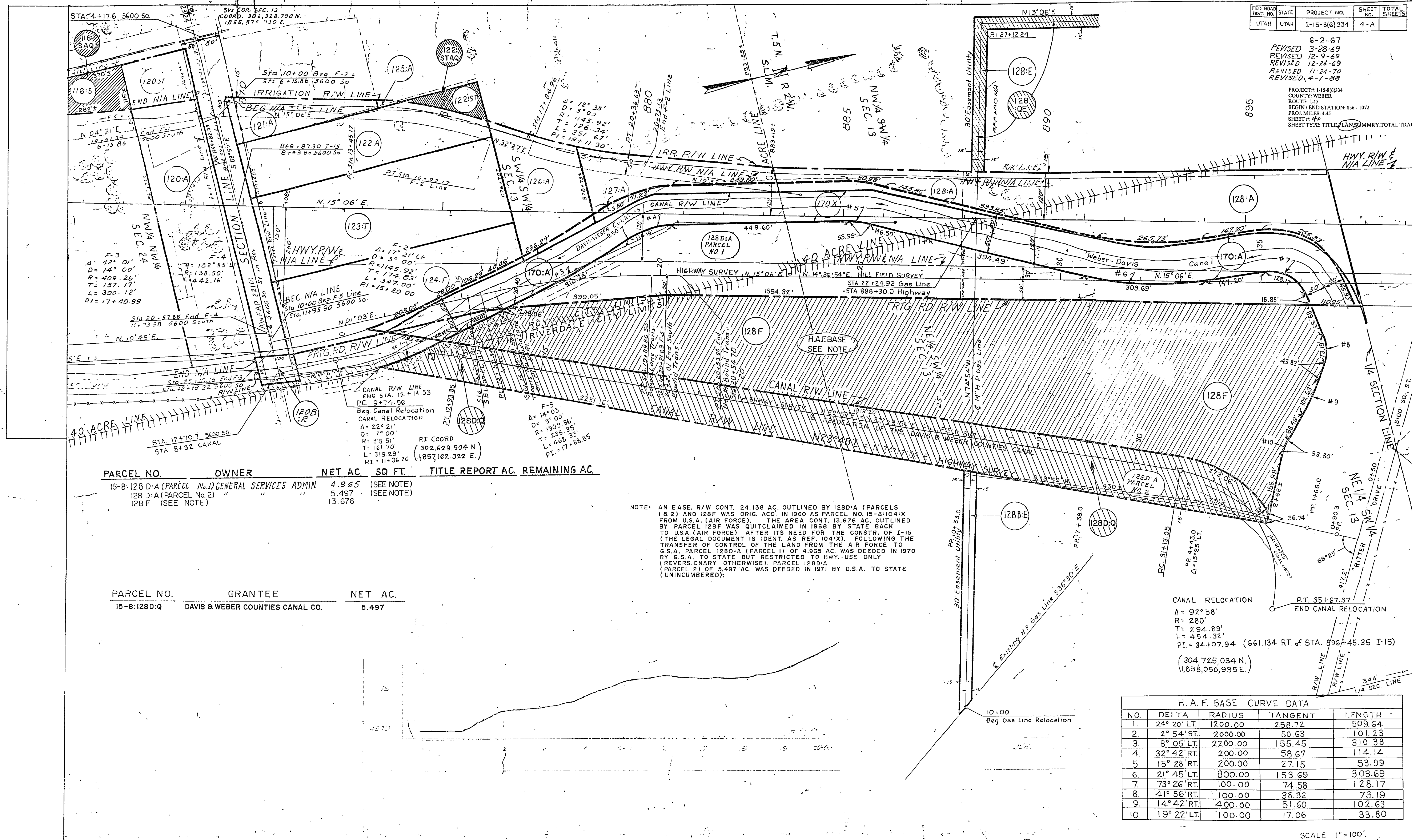
PROJECT# 1-15-8(6)334
COUNTY: WEBER
ROUTE: 145
BEGIN/END STATION: 836-1072
PROJ. MILES: 4.45
SHEET # 4
SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT

SCALE 1" = 100'

FED. ROAD DIST. NO.	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
UTAH	UTAH	I-15-8(6)334	4-A	

6-2-67
REVISED 3-28-69
REVISED 12-9-69
REVISED 12-26-69
REVISED 11-24-70
REVISED 4-1-88

PROJECT# I-15-8(6)334
COUNTY: WEBER
ROUTE: I-15
BEGIN/END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET # 4-A
SHEET TYPE: TITLE PLANS SUMMARY, TOTAL TRACT



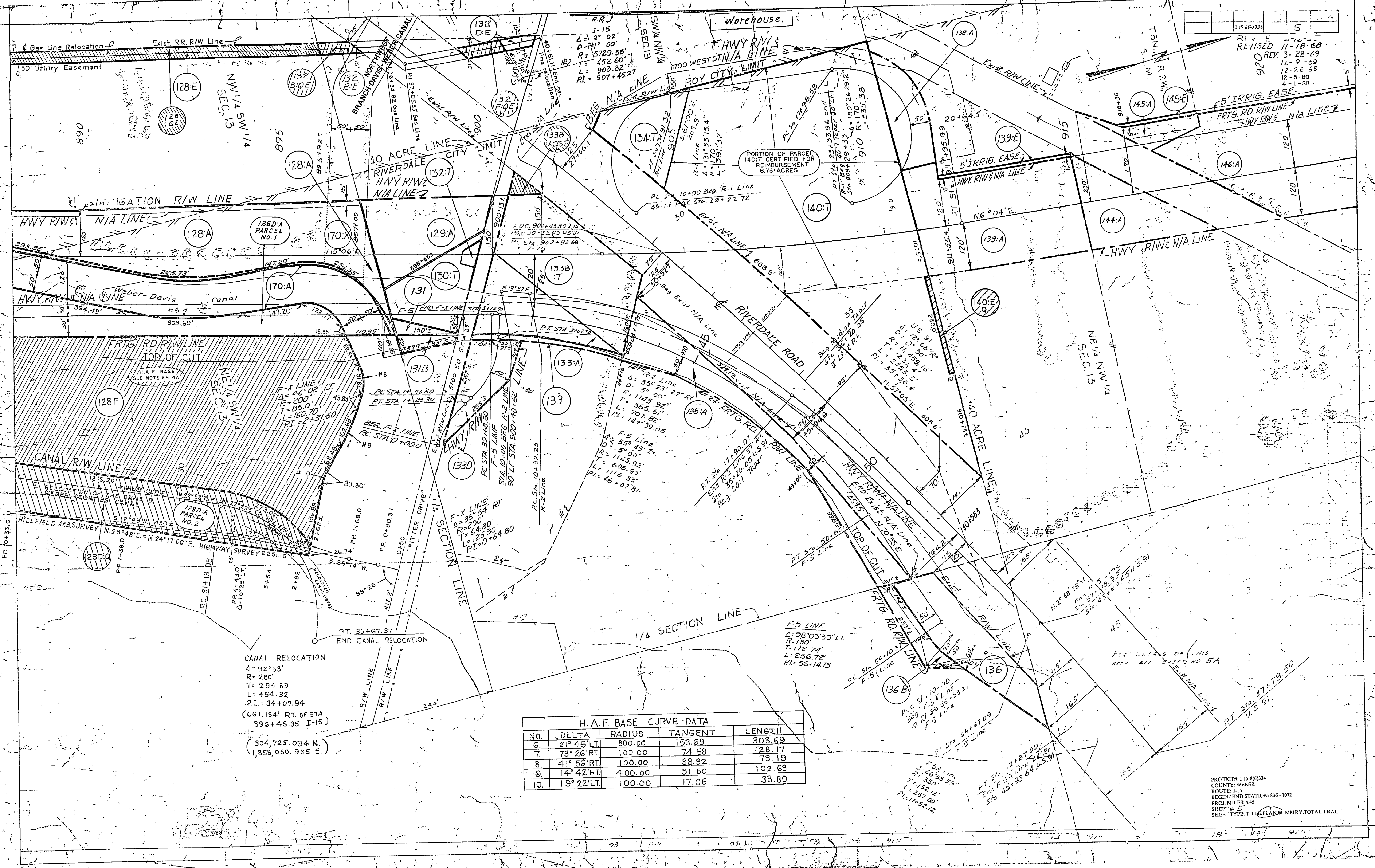
PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
15-8-128 D:A (PARCEL No. 1)	GENERAL SERVICES ADMIN.	4.965	(SEE NOTE)		
128 D:A (PARCEL No. 2)	"	5.497	(SEE NOTE)		
128 F (SEE NOTE)	"	13.676			

PARCEL NO.	GRANTEE	NET AC.
15-8-128D:Q	DAVIS & WEBER COUNTIES CANAL CO.	5.497

CANAL RELOCATION
 $\Delta = 92^\circ 58'$
 $R = 280'$
 $T = 294.89'$
 $L = 454.32'$
 $PI = 34+07.94$ (661.134 RT. of STA. 896+45.35 I-15)
 (304,725,034 N.)
 (1,858,050,935 E.)

H.A.F. BASE CURVE DATA				
NO.	DELTA	RADIUS	TANGENT	LENGTH
1.	24° 20' LT.	1200.00	258.72	509.64
2.	2° 54' RT.	2000.00	50.63	101.23
3.	8° 05' LT.	2200.00	155.45	310.38
4.	32° 42' RT.	200.00	58.67	114.14
5.	15° 28' RT.	200.00	27.15	53.99
6.	21° 45' LT.	800.00	153.69	303.69
7.	73° 26' RT.	100.00	74.58	128.17
8.	41° 56' RT.	100.00	38.32	73.19
9.	14° 42' RT.	400.00	51.60	102.63
10.	19° 22' LT.	100.00	17.06	33.80

SCALE 1"=100'



H.A.F. BASE CURVE DATA				
NO.	DELTA	RADIUS	TANGENT	LENGTH
6.	21° 45' LT.	800.00	153.69	303.69
7.	73° 26' RT.	100.00	74.58	128.17
8.	41° 56' RT.	100.00	38.32	73.19
9.	14° 42' RT.	400.00	51.60	102.63
10.	19° 22' LT.	100.00	17.06	33.80

1	15	80	334	5
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REVISED 11-18-68
 90 REV 3-28-69
 12-9-69
 12-26-69
 12-5-80
 4-1-88

PROJECT: 1-15-8(6)334
 COUNTY: WEBER
 ROUTE: 1-15
 BEGIN/END STATION: 836 - 1072
 PROJ. MILES: 4.45
 SHEET # 5
 SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT

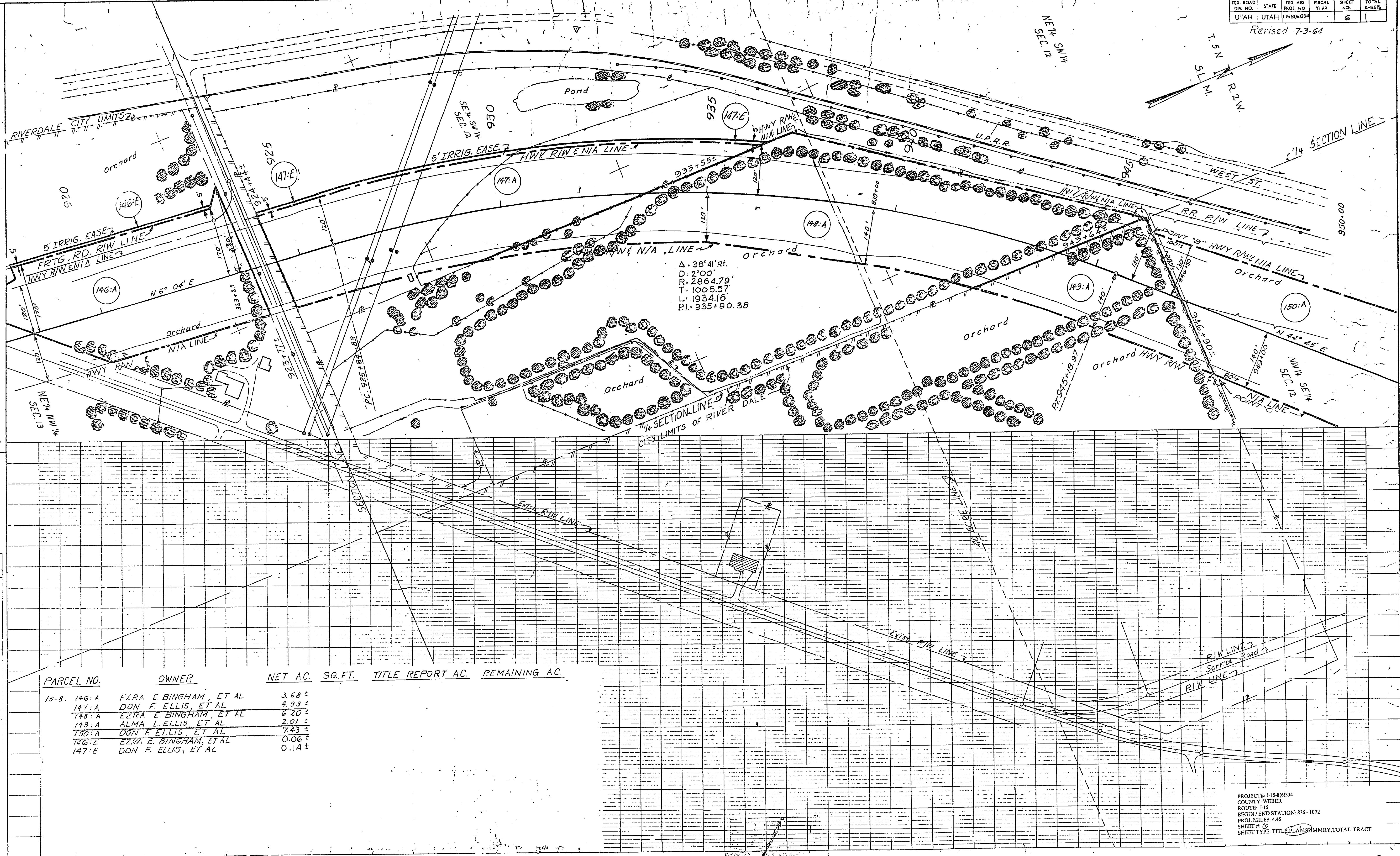
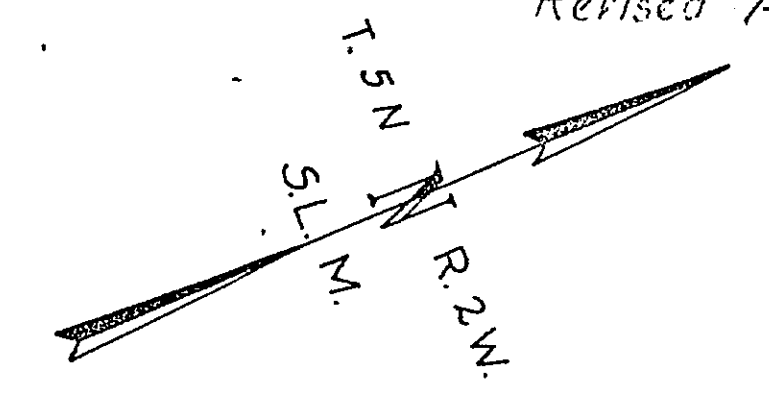
PARCEL NO.	GRANTEE	NET AC.
T14-A 13W-AQ(3)	E GRANT GIBBY, ET UX	0.86±(JUDGEMENT)

PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
15-B 139	ROWLAND S BINGHAM, ET AL	0.002±	64	7.03	7.028±
141	HENRY DEE, ET AL	0.09±	3,950	0.23	0.14±
142	E GRANT GIBBY, ET AL	0.33±	14,440	4.2	3.87±
143	HARRISON B. CHILD, ET AL	0.02±	963	20.99	20.97±
143 E	"	0.02±	"	"	"
143 B	ALMA L. ELLIS, ET AL	0.11±	4,875	1.5	1.39±
144	EZRA E. BINGHAM, ET AL	0.37±	16,163	5.6	5.23±
144 E	"	0.11±	"	"	"
144 B	GOLDEN A. BINGHAM, ET AL	0.98±	42,666	4.38	3.40
145 B	FRANK D. WARNER, ET AL	0.02±	841±	20.83	20.81±
143 D	DOUGLAS W. LOWELL	0.00	"	0.46±	0.40±
143 A	ELDEN H. KNUDSON, ET AL	0.00	"	"	"
139 B A	ROWLAND S. BINGHAM, ET AL	0.00	"	"	"

PROJECT# 1158(6)114
COUNTY WEBER
ROUTE 1-15
BEGIN/END STATION 816 1072
PROJ MILES 4.45
SHEET # 54
SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT

SCALE, 1" = 100'

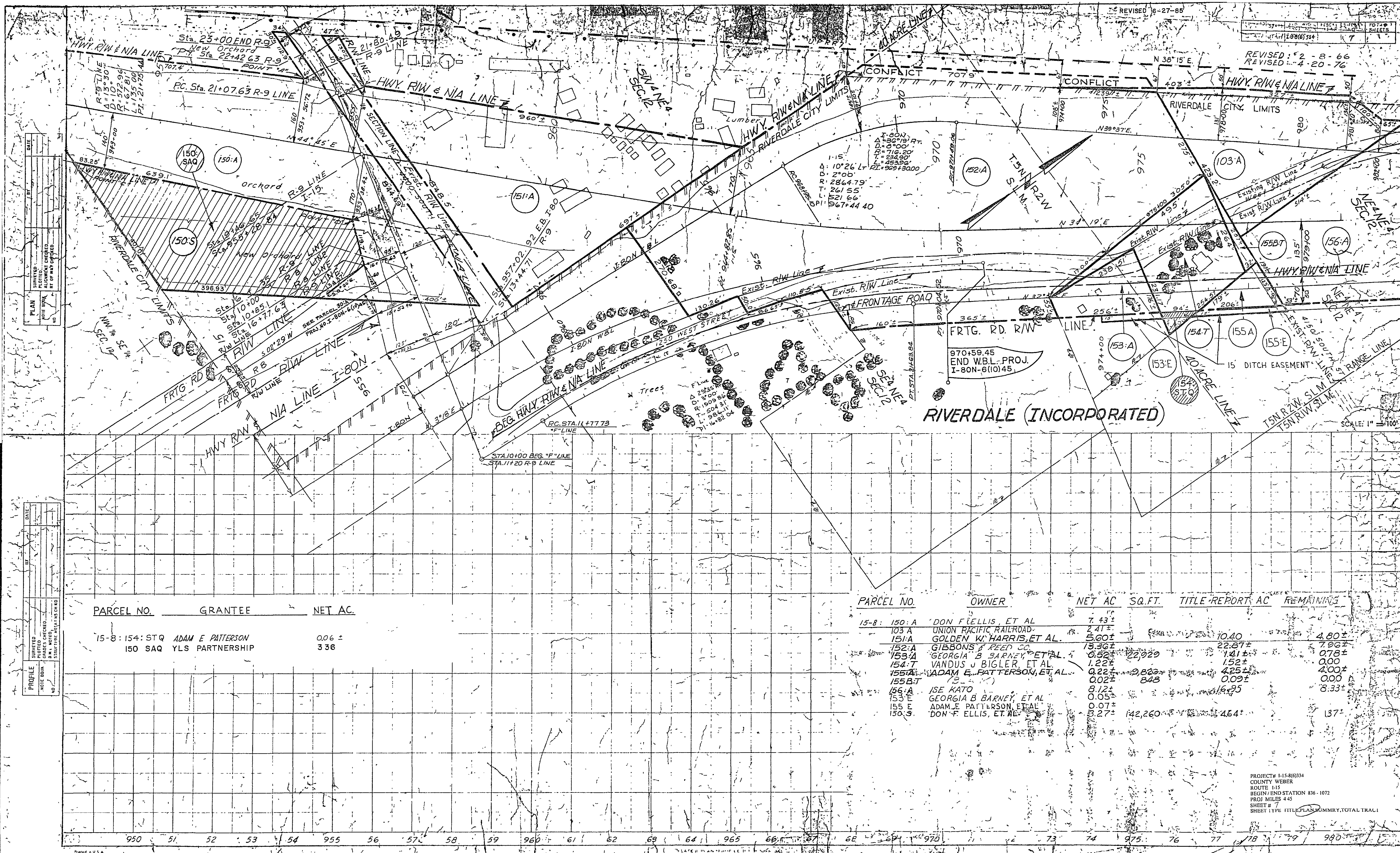
Revised 7-3-64



DATE
BY
PROFILE
SURVEYED
PRINTED
NOTE BOOK
NO.

PARCEL NO.	OWNER	NET AC.	SQ. FT.	TITLE REPORT AC.	REMAINING AC.
15-8: 146:A	EZRA E. BINGHAM, ET AL	3.68 ±			
147:A	DON F. ELLIS, ET AL	4.99 ±			
148:A	EZRA E. BINGHAM, ET AL	6.20 ±			
149:A	ALMA L. ELLIS, ET AL	2.01 ±			
150:A	DON F. ELLIS, ET AL	7.43 ±			
146:E	EZRA E. BINGHAM, ET AL	0.06 ±			
147:E	DON F. ELLIS, ET AL	0.14 ±			

PROJECT# 1-15-8(6)334
COUNTY: WEBER
ROUTE: 1-15
BEGIN/END STATION: 836 - 1072
PROJ. MILES: 4.45
SHEET # 6
SHEET TYPE: TITLE PLAN SUMMARY, TOTAL TRACT



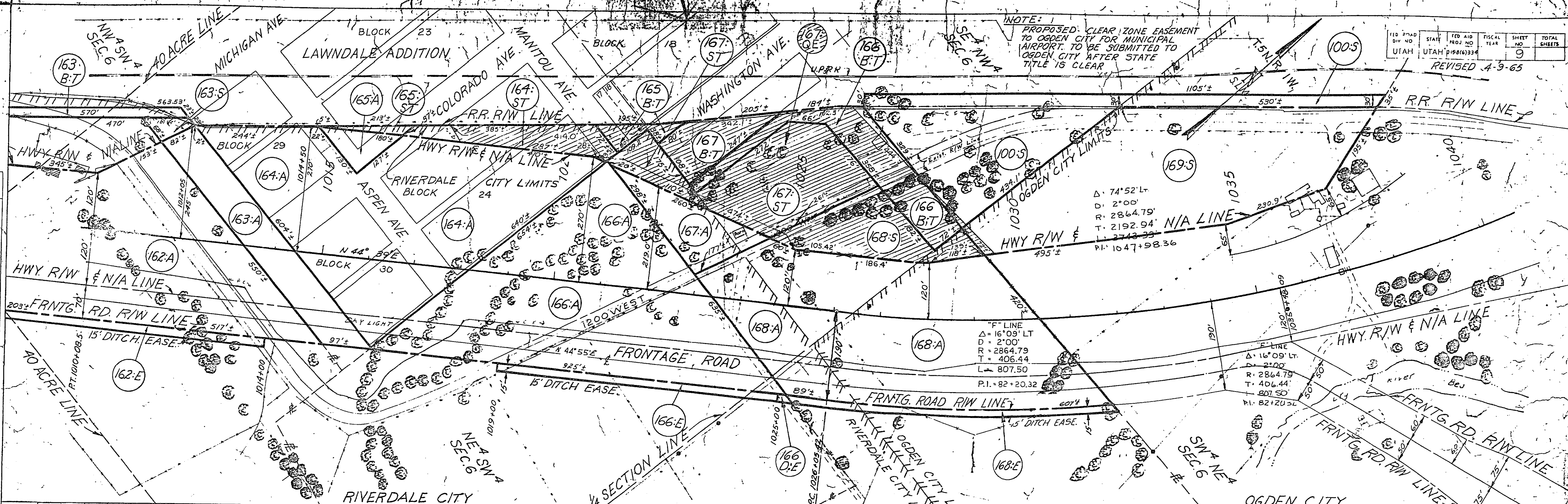
PARCEL NO.	GRANTEE	NET AC.
15-8:154:STQ	ADAM E PATTERSON	0.06 ±
150 SAQ	YLS PARTNERSHIP	336

PARCEL NO.	OWNER	NET AC	SQ. FT.	TITLE REPORT AC	REMAINING
15-8: 150: A	DON F. ELLIS, ET AL	7.43 ±			
103 A	UNION PACIFIC RAILROAD	2.41 ±			
151: A	GOLDEN W. HARRIS, ET AL.	5.60 ±		10.40	4.80 ±
152: A	GIBBONS & REED CO.	15.36 ±		22.87 ±	7.96 ±
153: A	GEORGIA B. BARNEY, ET AL.	0.52 ±	22,929	1.41 ±	0.78 ±
154: T	VANDUS J. BIGLER, ET AL.	1.22 ±		1.52 ±	0.00
155: A	ADAM E. PATTERSON, ET AL.	0.22 ±	2,823	4.25 ±	4.00 ±
155B: T	(3)	0.02 ±	843	0.09 ±	0.00
156: A	ISE KATO	8.12 ±		16.85	8.33 ±
153: E	GEORGIA B. BARNEY, ET AL.	0.05 ±			
155: E	ADAM E. PATTERSON, ET AL.	0.07 ±			
150: S	DON F. ELLIS, ET AL.	3.27 ±	142,260	4.64 ±	137 ±

PROJECT# 1-15-8(0)334
COUNTY WEBER
ROUTE 1-15
BEGIN/END STATION 836-1072
PROJ MILES 4.45
SHEET #
SHEET TYPE TITLE PLAN SUMMARY TOTAL TRAIL

PLAN	DATE
SURVEYED	BY
PLOTTED	BY
NOTED	BY
NOTE BOOK	NO.
RT. OF WAY CHECKED	

PROFILE	DATE
SURVEYED	BY
PLOTTED	BY
NOTED	BY
NOTE BOOK	NO.
STRUCTURE NOTATIONS CHNG.	

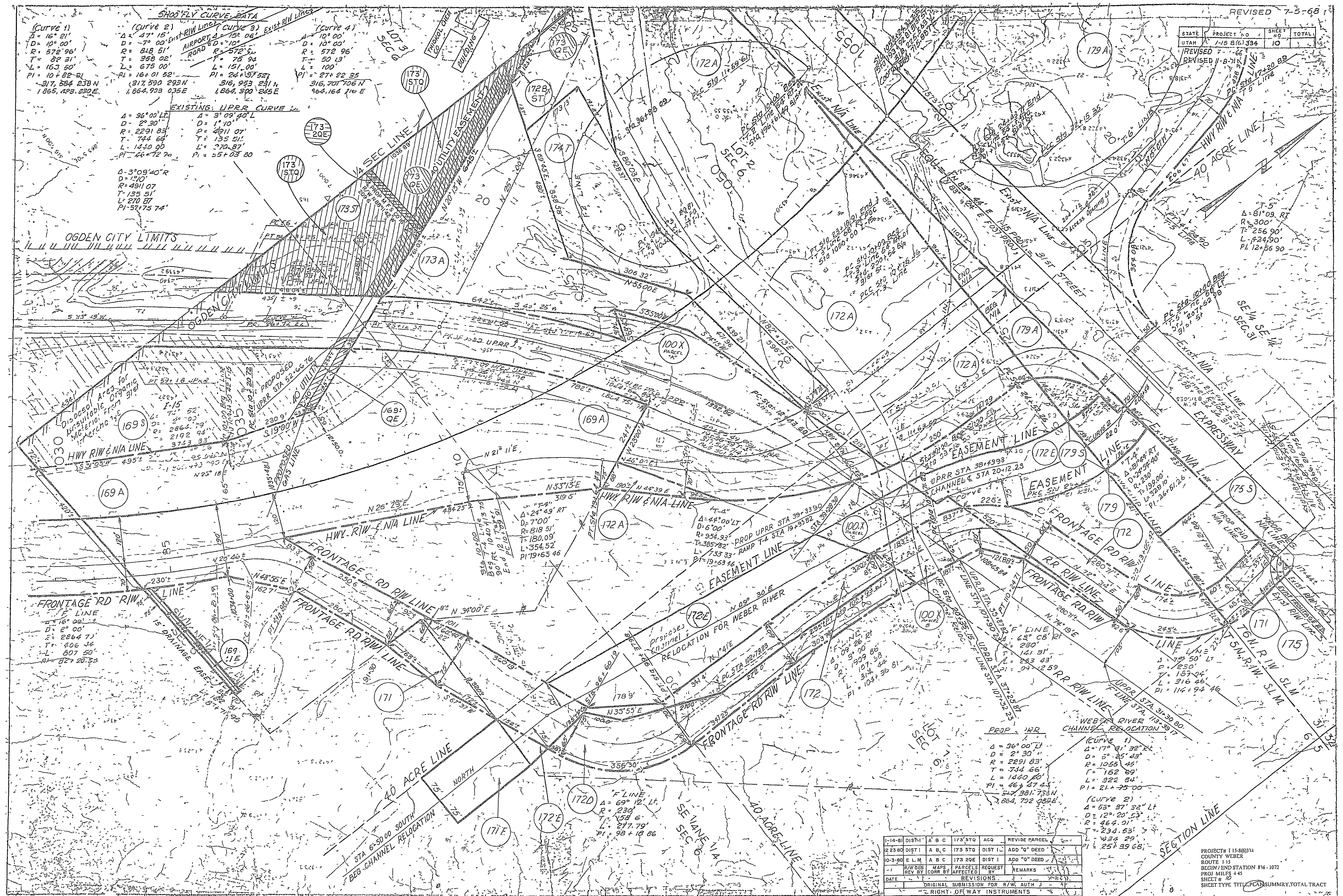


PARCEL NO.	OWNER	NET AC	SQ. FT.	TITLE REPORT AC	REMAINING AC
15-8-162-A	GAR. A. RASMUSSEN ET AL	4.27±		33.77	29.08
162-E	"	0.20±			
163-A	HOLLEY COMPANY	1.07±			
163-S	"	0.07±	155	0.13±	0.13±
163-B-T	BLAKE J. HOLLEY, ET AL	0.20±	655	0.26±	0.06±
164-A	"	4.53±		4.99±	0.46±
164-ST	"	0.46±	19,991	0.46±	0.00
165-A	SALT LAKE & OGDEN RAILWAY	0.19±	8,255	0.25±	0.06±
165-ST	"	0.06±		0.06±	0.00
165-B-T	OGDEN CITY CORP.	0.13±	5,460	0.13±	0.00
166-A	VERN E. PARKER ET AL	4.58±		19.20	14.28±
166-E	"	0.21±			
166-B-T	BAMBERGER R.R. CO.	0.81±	35,206	0.85±	0.00
167-A	MELVIN A. GODFREY	0.51±		2.13±	1.56±
167-ST	"	1.42±		1.56±	0.00
167-B-T	UPRR	0.40±	17,280	0.40±	0.00
168-A	MINNIE CARTER	4.08±		71.94	67.79±
168-S	"	0.72±	31,461	67.79±	66.97±
100-S	UPRR	2.14±			
166D-E	VERN E. PARKER	0.01±			
168-E	MINNIE CARTER	0.26±			

PARCEL NO.	GRANTEE	NET AC.
15-8-167-GE	OGDEN CITY CORPORATION	4.17±

NOTE: UTAH STATE ROAD COMMISSION. PARCEL 15-8-167-GE IS THAT PART OF THE 1/4 SECTION 6, T5N, R1W, S6E, DESCRIBED IN PLAT 15-8-167-GE, COMMENCED BY THE UTAH STATE ROAD COMMISSION.

PROJECT: 15-8-6134
COUNTY: WEBER
ROUTE: 1-15
BEGIN/END STATION: 836-1072
PROJ. MILES: 4.45
SHEET #: 9
SHEET TYPE: TITLE PLAN SUMMARY, TOTAL TRACT



PARCEL NO.	OWNER	NET. AC	SQ. FT.	OWNERSHIP AC	REMAINING AC
15-8-178-A	THE MARQUARDT CORP	0.35 ±	15,325	68.31	67.96 ±
178	"	0.75 ±	32,570	67.96 ±	67.21 ±
181	OGDEN CITY CORP	0.83 ±	36,250		NOT CALCULABLE

REVISED: 7-8-66
 REVISED: 1-10-75 REQUESTED BY J.W.H.
 PROJECT: I-15-8(0)334
 COUNTY: WARD
 ROUTE: I-15
 BEGIN END STATION: 896 - 1077
 PROJ. MILES: 4.15
 SHEET # 118
 SHEET TYPE: TITLE PLAN SUMMARY TOTAL TRACT

