



Chris Stavros
Salt Lake County Assessor

Tyler Andrus
Chief Deputy Assessor

December 14, 2023

The Salt Lake County Council
Attn: Aimee Winder Newton
2001 South State Street N2-200
Salt Lake City, UT 84190-1010

Re: General Property Tax
Parcel No: 27-17-176-033-0000
Name: Utah Department of Transportation (UDOT)

Honorable Council Chair Aimee Winder Newton,

We recommend reducing the 2020 general property tax from \$9,388.79 to \$ -0-.

This parcel was acquired by the Utah Department of Transportation by Warranty Deed on June 18th, 2020 (Entry No. 13303603) and was calculated to be 54% exempt for 2020. An In-house Appeal was completed in August 2020 to apply a 54% exemption for 2020. However, a Right of Entry and Occupancy Agreement was recorded prior to the Warranty Deed being recorded on December 20th, 2019 (Entry No. 1315175). The exemption should have been applied from the date the Right of Entry was signed, not the Warranty Deed. This parcel should be 100% exempt for 2020.

If you agree with this recommendation, please notify the Salt Lake County Treasurer's office to abate (refund, if paid) property taxes as indicated plus penalty and interest.

Respectfully,

Chris Stavros
Salt Lake County Assessor
Tyler Andrus
Chief Deputy Assessor

SH/MK

Cc: Salt Lake County Assessor Greenbelt Dept
Attn: Melissa Kelly

Cc: Salt Lake County Treasurer

UTAH DEPARTMENT OF TRANSPORTATION
C/O RIGHT OF WAY
PO BOX 148420 4TH FLOOR
SALT LAKE CITY, UT 84114-8420

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420

13153175
12/20/2019 2:53:00 PM \$40.00
Book - 10875 Pg - 8693-8698
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 6 P.



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-0154(84)14 Parcel No.(s): 380:T

MTC # 277046

Pin No: 14415 Job/Proj No: 72707 Project Location: Bangerter Three Interchanges
County of Property: SALT LAKE Tax ID / Sidwell No: 27-17-176-033
Property Address: 3629 W. South Jordan Parkway SOUTH JORDAN UT, 84009
Owner's Address: 3876 W. Center View Drive, West Jordan, UT, 84084
Owner's Home Phone: Owner's Work Phone: (801)209-4870
Owner / Grantor (s): Cyprus Federal Credit Union
Grantee: Utah Department of Transportation (UDOT)/The Department

Acquiring Entity: Utah Department of Transportation (UDOT)

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

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Cyprus Federal Credit Union ("Property Owners") and Utah Department of Transportation (UDOT).

Property Owners hereby grant to UDOT, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence construction or other necessary activity on the property sought to be acquired/occupied with this Agreement, and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the state transportation project, located on the property described in attached Exhibit A. This Agreement is made in anticipation of a possible condemnation action by UDOT and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

The sum of \$2,300,000.00 (the "Deposit") will be paid into escrow, a non-interest bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. UDOT will be responsible for the expenses of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to UDOT.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by UDOT to the Property Owners under this Agreement. UDOT will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of the subject property from the Property Owners to UDOT prior to the release. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the Deposit should properly be paid to other third parties, then UDOT will have the right to require that the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that UDOT desires to obtain title insurance in connection with the release of the deposit, UDOT will pay the premiums for the title coverage.

This Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If

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a satisfactory settlement can not be agreed upon, UDOT will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, UDOT will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of UDOT's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right Of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons in regard to this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation. It is understood that, according to state law, any additional compensation that is ordered to be paid to the Property Owners for the acquisition of the property will include interest at an annual rate of 8 % on any additional compensation that is determined to be payable to the Property Owners over and above that paid with this Agreement, calculated from the date of entry upon the property.

Exhibits:

ADDITIONAL TERMS:

Occupancy will begin on March 15, 2020. Under no circumstances shall Property Owners be permitted to remain on the premises past March 15, 2020 and if such holdover by Property Owners occurs without written permission from UDOT, Property Owners shall indemnify and hold UDOT harmless for all damages incurred by UDOT including consequential damages, attorneys fees, costs, delay claims by UDOT contractor(s), etc. Property Owners acknowledge that UDOT has a state highway project planned for this Premises and that any holdover is likely to result in substantial damages to UDOT.

[Signatures and Acknowledgments to Follow Immediately]

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SIGNATURE PAGE
TO
UTAH DEPARTMENT OF TRANSPORTATION
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 4th day of DECEMBER, 2019

CYPRUS FEDERAL CREDIT UNION [Signature]
Property Owner Property Owner
Property Owner Property Owner

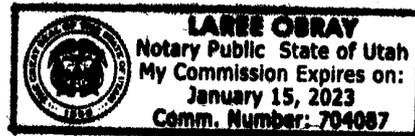
STATE OF UTAH
County of SALT LAKE

On the 4 day of December, 2019, personally appeared before me

Adam Buddy Bennett the signer(s) of the Agreement set forth above,
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

DATED this 5th day of DECEMBER 2019
[Signature]
UDOT Director / Deputy Director of Right of Way

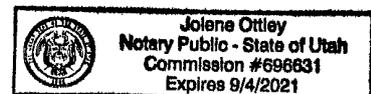


STATE OF UTAH
County of SALT LAKE

On the 5th day of DECEMBER, 2019, personally appeared before me

CHARLES A. STORMONT the signer(s) of this Agreement for UDOT
who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC



EXHABIT A

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

Warranty Deed

(CORPORATION)

Salt Lake County

Tax ID.27-17-176-033

PIN No.14415

Project No. S-0154(84)14

Parcel No. 0154:380:T

Cyprus Federal Credit Union, a corporation of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land in fee, for the widening of existing State Route 154 known as Project No. S-0154(84)14, being all of an entire tract of property situate in Lot 8, Albertson's 10400 South Street Subdivision according to the official plat thereof recorded September 15, 2002 as Entry No. 8343187 in Book 2002P on Page 243, in the office of the Salt Lake County Recorder, in the SE1/4 NW1/4 of Section 17, T3S., R.1W., S.L.B&M. The boundaries of said tract of land are described as follows:

Lot 8, ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Together with an easement of use and enjoyment in and to the common areas and facilities, including but not limited to roadways and access ways appurtenant to said lot, as provided for in the Declaration of Restrictions and Easements, recorded September 10, 2002 as Entry No. 8348596 in Book 8646 at Page 4461 of Official Records.

Reserving and excepting unto the FEDERAL LAND BANK OF BERKELEY, an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath the property hereinabove described, together with the right of entry and all other rights, including all right of way and easements, which may be necessary for the development, production and removal of all such substances and minerals and full enjoyment, dated December 4, 1943 and recorded December 29, 1943 as Entry No. 966606 in Book 367 at Page 453 of the Official Records.

Continued on Page 2
COMPANY RW-01C (11-01-03)

BK 10875 PG 8696

LESS:

A parcel of land in fee for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 8, Albertson's 10400 South Subdivision, a subdivision situate in the SE1ANW1A of Section 17, Township 3 South, Range 1 West. Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said Lot 8; and running thence South 15.44 feet along a westerly boundary line of said Lot 8; thence S. 86°03'17" E. 20.49 feet to a point 69.46 feet perpendicularly distant southerly from the centerline of said project. opposite Engineers Station 102+50.75; thence S. 89°56'32" E. 186.69 feet along a line parallel to said centerline; thence S. 47°26'42" E. 42.70 feet to the easterly boundary line of said Lot 8; thence N. 34°37'57" W. 55.57 feet along a northeasterly boundary line to the northeast corner of said Lot 8; thence N. 89°57'00" W. 207.00 feet 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 Utah Department of Transportation.

The above described tract of land contains 54,790 square feet or 1.258 acres.

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

13303603
6/19/2020 2:56:00 PM \$40.00
Book - 10964 Pg - 4542-4544
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 3 P.

Warranty Deed
(CORPORATION)
Salt Lake County



MTC #277046
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Parcel No. 0154:380:T

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