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ENT 2485:2018 PG 1 of 7  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Jan 08 4:07 pm FEE 0.00 BY VP  
RECORDED FOR UDOT

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

**UDOT** Utah Department of Transportation  
*Keeping Utah Moving*  
**Right of Entry and Occupancy Agreement**

Project No: S-I15-6(228)280 Parcel No.(s): 272D:A, 272D:E  
Pin No: 12158 Job/Proj No: 72175 Project Location: I-15; Lehi Main to SR-92, Technology Corridor  
County of Property: UTAH Tax ID / Sidwell No: 12:029:0051  
Property Address: Approx: 1700 W Ashton Blvd LEHI UT, 84043  
Owner's Address: 3400 N. Ashton Blvd. 180, Lehi, UT, 84043  
Owner's Home Phone: Owner's Work Phone:  
Owner / Grantor (s): VS Studio, LLC  
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 VS Studio, LLC ("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 \$14,000.00 (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

Project No: S-I15-6(228)280 Parcel No.(s): 272D:A, 272D:E

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Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): VS Studio, LLC

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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:**

*[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 15<sup>th</sup> day of December, 2017

[Signature]

Property Owner

Property Owner

Property Owner

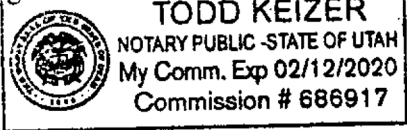
Property Owner

STATE OF UTAH

County of UTAH

On the 15<sup>th</sup> day of December, 2017, personally appeared before me

ANDREW BYBEE AUTHORIZED AGENT the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.



[Signature]

NOTARY PUBLIC

DATED this 12<sup>th</sup> day of December, 2017

[Signature]

UDOT Director / Deputy Director of Right of Way

STATE OF UTAH

County of Salt Lake

On the 12<sup>th</sup> day of December, 2017, personally appeared before me

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

[Signature]

NOTARY PUBLIC



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

**Quit Claim Deed**  
(CONTROLLED ACCESS)  
(LIMITED LIABILITY COMPANY)  
Utah County

Tax ID No. 12:029:0051  
PIN No. 12158  
Project No. S-I15-6(228)280  
Parcel No S-I15-6:272D:A

VS Studio, LLC a Utah Limited Liability Company,  
Grantor, hereby QUIT CLAIMS 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 parcel of land in Utah County, State of Utah, to-wit:

Being any and all of the access rights appurtenant to the I-15 right of way over the  
northeasterly boundary line of a tract of property situate in the NE1/4 NW1/4 and the  
NW1/4 NE1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base and  
Meridian, Utah, for the purpose of widening of existing I-15, known as Project No.  
S-I15-6(228)280.

Beginning at the intersection of the southwesterly highway right of way line of the  
southwesterly frontage road of said I-15 and a northwesterly boundary line of said entire  
tract, which point is 2672.88 feet East and 486.59 feet South (Record 2673.23 feet East  
and 486.55 South) from the northwest corner of said Section 6, at a point 317.73 feet  
radially distant southwesterly from the right of way control line of said Project, opposite  
approximate Engineers Station 2259+37.64; and running thence 80.00 feet S.44°29'47"E.  
along said southwesterly highway right of way line to a point of terminus, which point is  
317.75 feet radially distant southwesterly from the right of way control line of said Project,  
opposite approximate Engineers Station 2258+54.99; as shown on the official map of said  
project on file in the office of the Utah Department of Transportation.



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### Easement

(LIMITED LIABILITY COMPANY) Tax ID No. 12:029:0051  
Utah County PIN No.12158  
Project No. S-I15-6(228)280  
Parcel No. S-I15-6:272D:E

VS Studio, LLC a Utah Limited Liability Company, Grantor, hereby GRANTS AND CONVEYS 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 consideration, the following described easement in Utah County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property situate in the NE1/4 NW1/4 and the NW1/4 NE1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Utah, for the purpose of widening of existing I-15, known as Project No. S-I15-6(228)280. The easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the southwesterly highway right of way line of the southwesterly frontage road of said I-15 and a northwesterly boundary line of said entire tract, which point is 2672.88 feet East and 486.59 feet South (Record 2673.23 feet East and 486.55 South) from the northwest corner of said Section 6, at a point 317.73 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2259+37.64; and running thence S.44°29'47"E. 33.07 feet; thence S.45°22'05"W. 71.42 feet to a point 389.22 feet radially distant southwesterly from the right of way control line of said Project, opposite approximate Engineers Station 2259+03.69; thence N.44°37'55"W. 35.80 feet to a point 389.23 feet radially distant

