



WHEN RECORDED MAIL TO:

ENT 53657:2010 PG 1 of 9  
**RODNEY D. CAMPBELL**  
**UTAH COUNTY RECORDER**  
2010 Jun 28 4:46 pm FEE 0.00 BY CS  
RECORDED FOR UDOT-R/W INSTRUMENTS SECTIO

Utah Department of Transportation  
Attention: Richard Jones  
4501 South 2700 West  
Salt Lake City, Utah 84114

**NTA-5249569-JW**

**Parcel No. 44-129-0001 thru 44-129-0024**

**RIGHT OF ENTRY AND OCCUPANCY AGREEMENT**



## Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: MP-I15-6(178)245      Parcel No.(s): 1539:A 1539:E

Job/Project/ Auth No: 70963      Pin No: 7037

Project Location: I-15 Utah County Corridor Expansion (I-15 CORE)

County of Property: UTAH      Tax ID / Sidwell No: 44:129:0001 44:129:0024

Property Address: 1210 W. 160 North, Orem, Utah

Owner / Grantor (s): Association of Owners of the Kingston Place Condominiums

Owner's Address: 1210 W. 160 North, Orem, Utah, 84057

Owner's Home Phone:      Owner's Work Phone: (801) 235-7368

### **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 Association of Owners of the Kingston Place Condominiums, a corporation ("Property Owners") and State of 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 thereon as may be required in furtherance of the state transportation project, a portion of which is to be 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 \$52,700.00 (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  
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a claim to part of the proceeds being paid by UDOT to the Property Owners under this Agreement. UDOT will pay for the title report at its own expense. The escrow officer will have the authority 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. In the event the title report shows that third parties have liens or other interests in the property, then the escrow officer will pay the entire amount of the liens or obtain a full or partial release of the lien or other interests in the property from the Deposit. In the event that UDOT desires to obtain title insurance in connection with the release of the deposit, UDOT shall 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 a satisfactory settlement cannot 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 at once to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, UDOT will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in 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.

*[Signatures and Acknowledgments to Follow Immediately]*

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

## PROPERTY OWNERS:

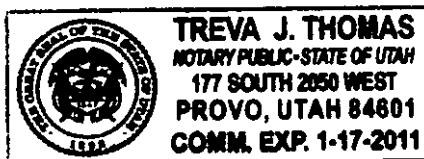
ATTEST:

Katherine Jacquier

By: Jason Sucher  
 Name: JASON SUCHER  
 Its: HOA MGR  
 Date: 4/20/2010

STATE OF UTAH )  
 COUNTY OF Utah ) : ss.

On the 20th day of April, 2010, personally appeared before me Jason Sucher,  
 who acknowledged that they executed the foregoing as HOA Manager  
 respectively, of the Kingston Condo.

Treva J. Thomas  
Notary Public

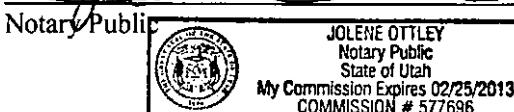
UDOT:

STATE OF UTAH  
 DEPARTMENT OF TRANSPORTATION

By: Karen M. Stein  
 Name: Karen M. Stein  
 Its: Deputy Director of Right of Way  
 Date: 4/22/10

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

On this 22 day of April, 2010, personally appeared before me KAREN M. STEIN  
 who acknowledged to me that s/he signed the foregoing instrument as  
Deputy Director of the State of Utah Department of Transportation.



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

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## **Easement (CORPORATION)**

Tax ID. No. N/A  
Parcel No. I15-6:1539:E  
Project No. MP-I15-6(178)245

Association of Owners of the Kingston Place Condominiums, a corporation of the State of Utah, Grantor GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Dollars.

a perpetual easement, upon part of an entire tract of property, situate in the Common Area of The Kingston Place Condominiums, recorded as Entry No. 35033:1999, Map No. 7971-92, in the office of the Utah County Recorder, a condominium plat situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 16, Township 6 South, Range 2 East, SLB&M, for the purpose of constructing and maintaining thereon ATMS Fiber Optic conduit and electrical service transmission lines, and to provide access for the maintenance of a noise/retaining wall and appurtenant parts thereof to facilitate the construction of a freeway know as Project No. MP-I15-6. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and the easterly highway right of way and no-access line of said project, at a point 155.24 feet perpendicularly distant easterly from the control line of said project opposite approximate Engineers Station 3050+24.83; which point is 1,548.14 feet, more or less, S.00°12'08"E. along the Section line and 256.38 feet, more or less, West from the North Quarter corner of said Section 16; and running thence S.89°43'22"E. 10.07 feet along said northerly boundary line; thence S.06°35'38"E. 139.40 feet; thence S.05°37'18"E. 49.02 feet to the southerly boundary line of said entire tract;

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Project No. MP-I15-6(178)245

thence S.89°58'50"W. 14.26 feet along said southerly boundary line to said easterly highway right of way and no-access line of said project; thence N.00°34'06"W. 47.64 feet; thence N.06°35'38"W. 140.61 feet to the point of beginning.

The above described part of an entire tract contains 1,984 square feet in area or 0.046 acre.

(Note: Rotate above bearings  $0^{\circ}00'30''$  clockwise to equal highway bearings.)

**IN WITNESS WHEREOF**, said \_\_\_\_\_ has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.  
*(Signature)*

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that he is the \_\_\_\_\_ of Association of Owners of the Kingston Place Condominiums, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

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## Notary Public

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

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**Warranty Deed**  
(CONTROLLED ACCESS)  
(CORPORATION)

Tax ID No. N/A \_\_\_\_\_  
Parcel No. I15-6:1539:A  
Utah County Project No. MP-I15-6(178)245

Association of Owners of the Kingston Place Condominiums, a corporation of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of \_\_\_\_\_, Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Common Area, The Kingston Place Condominiums, recorded as Entry No. 35033:1999, Map No. 7971-92, in the office of the Utah Country Recorder, a condominium plat situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 16, Township 6 South, Range 2 East, SLB&M, incident to the construction of a freeway known as Project No. MP-I15-6. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest Corner of The Kingston Place Condominiums, which point is 1548.11 feet, more or less, S.00°12'08"E and 260.84 feet, more or less West from the North Quarter corner of said Section 16; and running thence S.89°43'22"E. 4.47 feet along the northerly line of said entire tract to a point 155.24 feet perpendicularly distant easterly from the control line of said project opposite approximate Engineers Station 3050+24.83;

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Parcel No. I15-6:1539:A  
Project No. MP-I15-6(178)245

thence S.06°35'38"E. 140.61 feet to a point 170.00 feet perpendicularly distant easterly from the control line of said project opposite approximate Engineers Station 3048+85.00; thence S.00°34'06"E. 47.64 feet parallel with said control line to the southerly boundary line of said entire tract; thence West 19.56 feet; thence N.00°28'00"W. 187.34 feet along the westerly line of said entire tract 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 2,602 square feet in area or 0.060 acres.

(Note: Rotate above bearings 00°00'30" clockwise to equal highway bearings.)

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

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**IN WITNESS WHEREOF**, said \_\_\_\_\_ has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that he is the \_\_\_\_\_ of Association of Owners of the Kingston Place Condominiums, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

## Notary Public