



ENT 95012:2013 PG 1 of 14
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 Oct 08 12:07 pm FEE 0.00 BY SS
RECORDED FOR UTAH DEPARTMENT OF TRANSPORTATION

Provo City Right of Entry and Occupancy Agreement

Acquiring Entity: Provo City

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

This Right of Entry and Occupancy Agreement ("Agreement") is entered between the Great Stock Company of Vast International Import Inc., (principal owner) and Environetics Services LLC (contract buyer) jointly as part of the terms and provisions of this agreement ("Property Owners") and Provo City.

Property Owners hereby grant to Provo City, 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 by Provo City 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 Westside Connector transportation project, located in part on the property described in attached Exhibit A. This Agreement is made in anticipation of a possible condemnation action by Provo City or legal action by the Property Owners and is intended to provide for the entry and occupancy of the property pending further action by Provo City 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 or legal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defense to the acquisition of the property, but retain the undiminished right to determine all issues of fair and reasonable compensation for the land and property rights used or taken or damaged by Provo City, and appropriate compensation regarding burdens, hardships, inconvenience to Property Owners regarding Exhibit A property and adjoining and remaining lands.

The sum of \$118,200.00 (the "Deposit") will be paid promptly into escrow, a non-interest bearing account, at a Utah County title company for the benefit of Property Owners as consideration for entering into this Agreement. Provo City will be responsible for expense of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination or just compensation in an eminent domain action should such legal action be pursued to acquire, or obtain just compensation for the Exhibit A property and applicable damages. The amount to be paid hereunder 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 Provo City. Upon transfer, or recording, of the deed(s) to Provo City the Deposit or escrowed funds shall be promptly transferred to Property Owners as said owners may determine between themselves.

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 Provo City to the Property Owners under this Agreement. Provo City will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of this subject property from the Property Owners to Provo City prior to the release of escrowed funds. Such approval may not be unreasonably withheld. In the event it is determined that part of the Deposit should properly be paid to other third parties, then Provo City will have the right to require the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that Provo City desires to obtain title insurance in connection with this

transaction, or with the release of the deposit, Provo City will pay the escrow charges and any 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 hereto and related consequential, severance or general damages. If a satisfactory settlement cannot be agreed upon, Provo City will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or under Provo City's 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, Provo City 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 Right Ombudsman for the State of Utah. Property Owners hereby request a prompt mediation proceeding with the office of the Property Rights Ombudsman for the State of Utah and request Provo City compensate for obtaining a second and new appraisal of the property.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of Provo City'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 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 of such resolution alternatives 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 purpose of valuation. It is understood that, according to Utah 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 this Agreement.

[Remainder of page intentionally left blank. The next page is the Signature Page.]

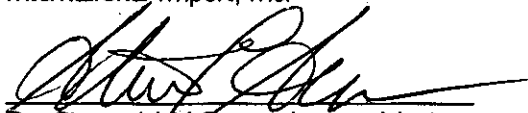
A handwritten signature in black ink, appearing to be "AA SEJ", located in the bottom right corner of the page.

SIGNATURE PAGE
TO
PROVO CITY
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 7th day of August, 2013.

Great Stock Company of Vast
International Import, Inc.

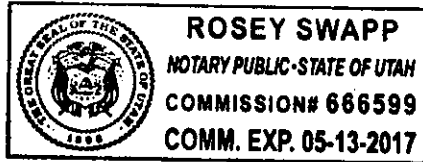
Environetics Services LLC

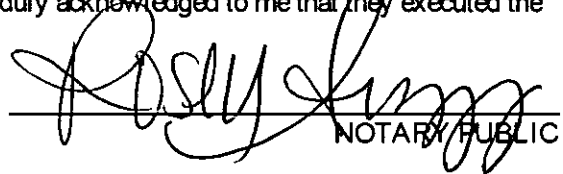

By: Steven Lind Grow, vice-president


By: George Jones, authorized member

STATE OF UTAH
County of Utah

On the 7th day of July, 2013 personally appeared before me Steven Lind Grow and George Jones the signers of the Agreement set forth above, who duly acknowledged to me that they executed the same on behalf of the above named entities.




NOTARY PUBLIC

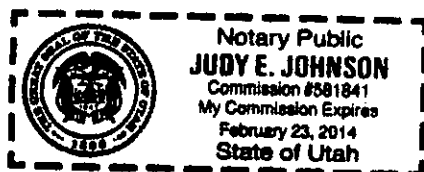
DATED this 15th day of August, 2013

Provo City


David Graves, Provo City Engineer

STATE OF UTAH
County of Utah

On the 15th day of August, 2013, personally appeared before me David Graves the signer of the Agreement set forth above, who duly acknowledged to me that he executed the same on behalf of Provo City.



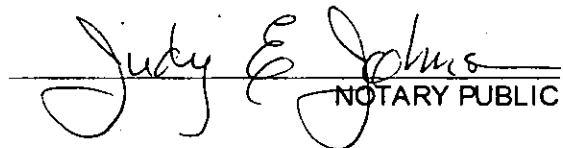

NOTARY PUBLIC

Exhibit "A"
Special Warranty Deed

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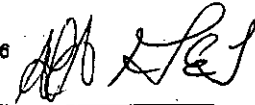
Situate in Utah County, Utah, the below described real property:
(Parcel is included within tax parcel 21-051-0029)

A parcel of land in fee for the Provo City Westside Connector know as Project No. F-LC49(129), being part of an entire tract of property situate in Section 13, T.7S., R.2E., SLB&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of an existing fence line on the westerly boundary line of said entire tract and the calculated 1856 Utah Lake Meander Line, said point of intersection being more particularly described as being 3283.34 feet measured (record 3280.87 feet) South and 852.59 feet measured (record 850.88 feet) East from the Northwest Corner of Section 13, Township 7 South, Range 2 East, SLB&M, (Basis of Bearing is N.89°46'32"E between said Northwest corner and the North Quarter corner of said section 13); and running thence N.00°04'01"E. 3.40 feet along said westerly boundary line; to a point 75.00 feet perpendicularly distant northerly from the right of way control line of said Provo City Westside Connector opposite approximate Engineers Station 285+08.18; thence S.46°19'00"E. 73.14 feet parallel with said right of way control line to the point of tangency of a 1125.00-foot radius curve to the left; thence Easterly 845.61 feet along the arc of said curve, concentric with said right of way control line (chord bears S.67°51'00"E. 825.85 feet); thence S.89°23'00"E. 266.86 feet parallel with said right of way control line to the easterly boundary line of said entire tract to a point 75.00 feet perpendicularly distant northerly from said way control line opposite approximate Engineers Station 277+50.18; thence S.00°12'16"W. 328.00 feet along said easterly boundary line to a point 250.00 feet perpendicularly distant southerly from said right of way control line opposite approximate Engineers Station 277+52.50;

thence N.89°23'00"W. 269.20 feet parallel with said right of way control line to the point of tangency of a 1450.00-foot radius curve to the right; thence Westery 28.16 feet along the arc of said curve concentric with said right of way control line (chord bears N.88°49'37"W. 28.16 feet); thence N.01°43'48"E. 160.00 feet to a point 90.00 feet radially distant southerly from said right of way control line opposite approximate Engineers Station 274+60.00; thence Westery 862.91 feet along the arc of a 1290.00-foot radius non-tangent curve to the right concentric with said right of way control line, (chord bears N.89°08'26"W. 848.92 feet) to said westerly boundary line at a point 90.00 feet radially distant southerly from said way control line opposite approximate Engineers Station 266+57.29; thence N.00°04'01"E. 220.93 feet along said westerly boundary line to the point of beginning.

The above described parcel of land contains 240,288 square feet in area or 5.516 acres.



When Recorded Mail To:
Provo City Corp
Attn: City Engineer
351 West Center
Provo, Utah 84603

SPECIAL WARRANTY DEED

Tax ID NO. 21:051:029
Parcel No. LC49:15:AC
Project No. F-LC49(129)

The Great Stock Company of Vast International Import, Inc., ("Great Stock"), a Utah corporation, and Environetics Services, LLC, ("Environetics"), a Utah limited liability company, Grantors, of Utah County, Utah, hereby CONVEY and WARRANT by Special Warranty Deed to Provo City Corporation, Grantee, for the sum of ten (\$10.00) dollars and other good and valuable consideration, and the covenants and conditions set forth in a Right of Way and Occupancy Agreement between Grantors and Grantee dated ~~July~~ August 7, 2013, a parcel of land in fee for the Provo City Westside Connector known as Project No. F-LC49(129), (the "Property"), which Property is described in Exhibit A attached hereto, and is depicted on Exhibit B attached hereto.

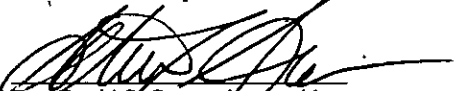
The Property is currently subject to a purchase agreement between Great Stock and Environetics. Specifically reserved from this conveyance and specifically retained by Grantors are all water rights, including but not limited to water associated with springs, wells, other water sources, etc. on, under or relating to the Property. This conveyance is subject to power lines, guy wires, geologic conditions, flood hazards, fence lines, ditches, and other factors of record or apparent on the Property. This conveyance is also subject to an eight-foot wide underground utility easement along both the western and eastern Property lines which is reserved to Grantors.

This conveyance is given to enable Provo City to construct and maintain a public highway as an expressway, as contemplated by Title 72, chapter 6, section 117, Utah Code Annotated, 1998, as amended. Grantors hereby grant to Provo City, subject to claims for damages, reasonable rights of ingress to or egress from Grantors' remaining property that is contiguous to the Property. There is reserved to Grantors, their successors or assigns, a right of access to a roadway, which right of access shall exist along the southerly right-of-way line beginning at Highway Engineer Station 277+52.50, and extending westerly along the southerly right-of-way line a distance of 30.00 feet, with the 30 foot access extending northerly on the Property to the point of intersection of a roadway. There is further reserved to Grantors any existing rights of access easterly and northerly to 500 West Street.


In witness whereof, the Grantors have executed this instrument this 7th day of August, 2013.

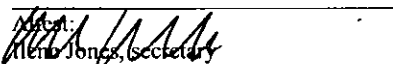
The Great Stock Company of Vast International Import, Inc.

Environetics Services, LLC


By: David S. Grow, vice president

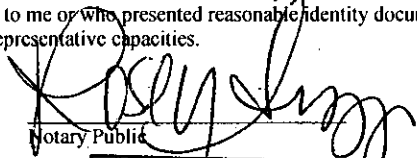

George Jones, managing member


Attest:
Steven L. Grow, secretary


Allen Jones, secretary

STATE OF UTAH)
)
COUNTY OF UTAH)

The foregoing signatures were acknowledged before me this ____ day of July, 2013 by George Jones as managing member ~~and Allen Jones as secretary~~ for Environetics Services LLC; and ~~David S. Grow~~ as vice president and Steven L. Grow as secretary of The Great Stock Company of Vast International Import, Inc., the above signers being personally known to me or who presented reasonable identity documentation, and who duly acknowledged to me that this document was executed by them in their representative capacities.


Notary Public

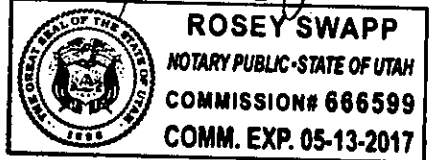


Exhibit "A"
Special Warranty Deed

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Situate in Utah County, Utah, the below described real property:
(Parcel is included within tax parcel 21-051-0029)

A parcel of land in fee for the Provo City Westside Connector know as Project No. F-LC49(129), being part of an entire tract of property situate in Section 13, T.7S., R.2E., SLB&M. The boundaries of said parcel of land are described as follows:

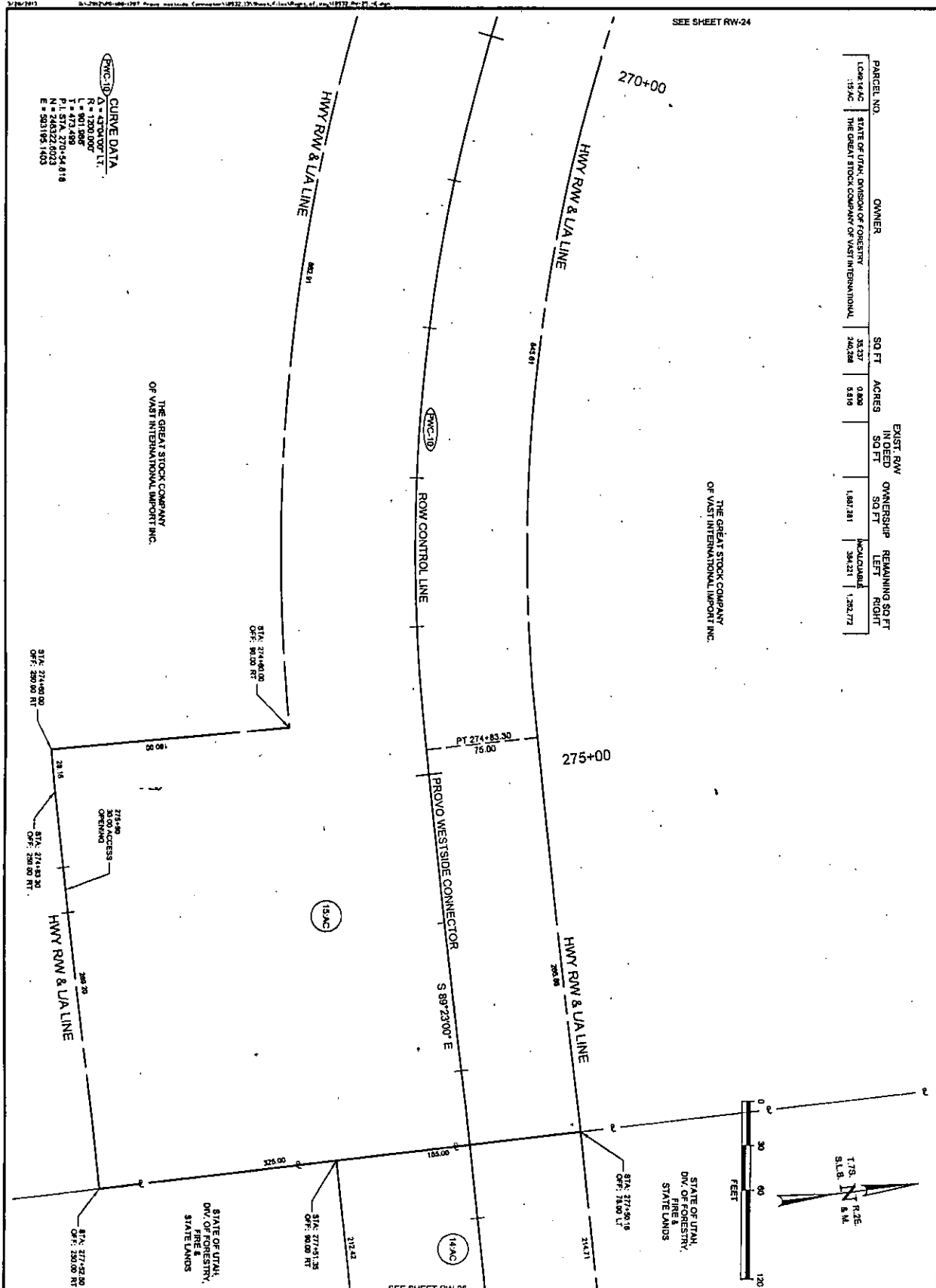
Beginning at the intersection of an existing fence line on the westerly boundary line of said entire tract and the calculated 1856 Utah Lake Meander Line, said point of intersection being more particularly described as being 3283.34 feet measured (record 3280.87 feet) South and 852.59 feet measured (record 850.88 feet) East from the Northwest Corner of Section 13, Township 7 South, Range 2 East, SLB&M, (Basis of Bearing is N.89°46'32"E between said Northwest corner and the North Quarter corner of said section 13); and running thence N.00°04'01"E. 3.40 feet along said westerly boundary line; to a point 75.00 feet perpendiculary distant northerly from the right of way control line of said Provo City Westside Connector opposite approximate Engineers Station 265+08.18; thence S.46°19'00"E. 73.14 feet parallel with said right of way control line to the point of tangency of a 1125.00-foot radius curve to the left; thence Easterly 845.61 feet along the arc of said curve, concentric with said right of way control line (chord bears S.67°51'00"E. 825.85 feet); thence S.89°23'00"E. 286.86 feet parallel with said right of way control line to the easterly boundary line of said entire tract to a point 75.00 feet perpendiculary distant northerly from said way control line opposite approximate Engineers Station 277+50.18; thence S.00°12'16"W. 325.00 feet along said easterly boundary line to a point 250.00 feet perpendiculary distant southerly from said right of way control line opposite approximate Engineers Station 277+52.50;

thence N.89°23'00"W. 269.20 feet parallel with said right of way control line to the point of tangency of a 1450.00-foot radius curve to the right; thence Westerly 28.16 feet along the arc of said curve concentric with said right of way control line (chord bears N.88°49'37"W. 28.16 feet); thence N.01°43'48"E. 160.00 feet to a point 90.00 feet radially distant southerly from said right of way control line opposite approximate Engineers Station 274+60.00; thence Westerly 862.91 feet along the arc of a 1290.00-foot radius non-tangent curve to the right concentric with said right of way control line, (chord bears N.69°06'26"W. 846.92 feet) to said westerly boundary line at a point 90.00 feet radially distant southerly from said way control line opposite approximate Engineers Station 266+57.29; thence N.00°04'01"E. 220.93 feet along said westerly boundary line to the point of beginning.

The above described parcel of land contains 240,288 square feet in area or 5.516 acres.



Exhibit B



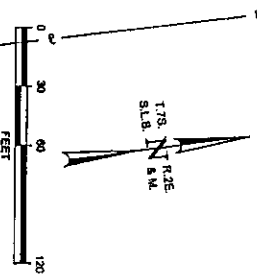
PARCEL NO	OWNER	EXIST. ROW		OWNERSHIP		REMAINING SQ FT	
		IN. NEED	SQ. FT.	SQ. FT.	PERCENT	LEFT	RIGHT
13 AC	STATE OF UTAH, DIVISION OF FORESTRY THE GREAT STOCK COMPANY OF UTAH INTERNATIONAL	35.337	8.880	1,881.781	21.42%	1,262.172	

Curve Data

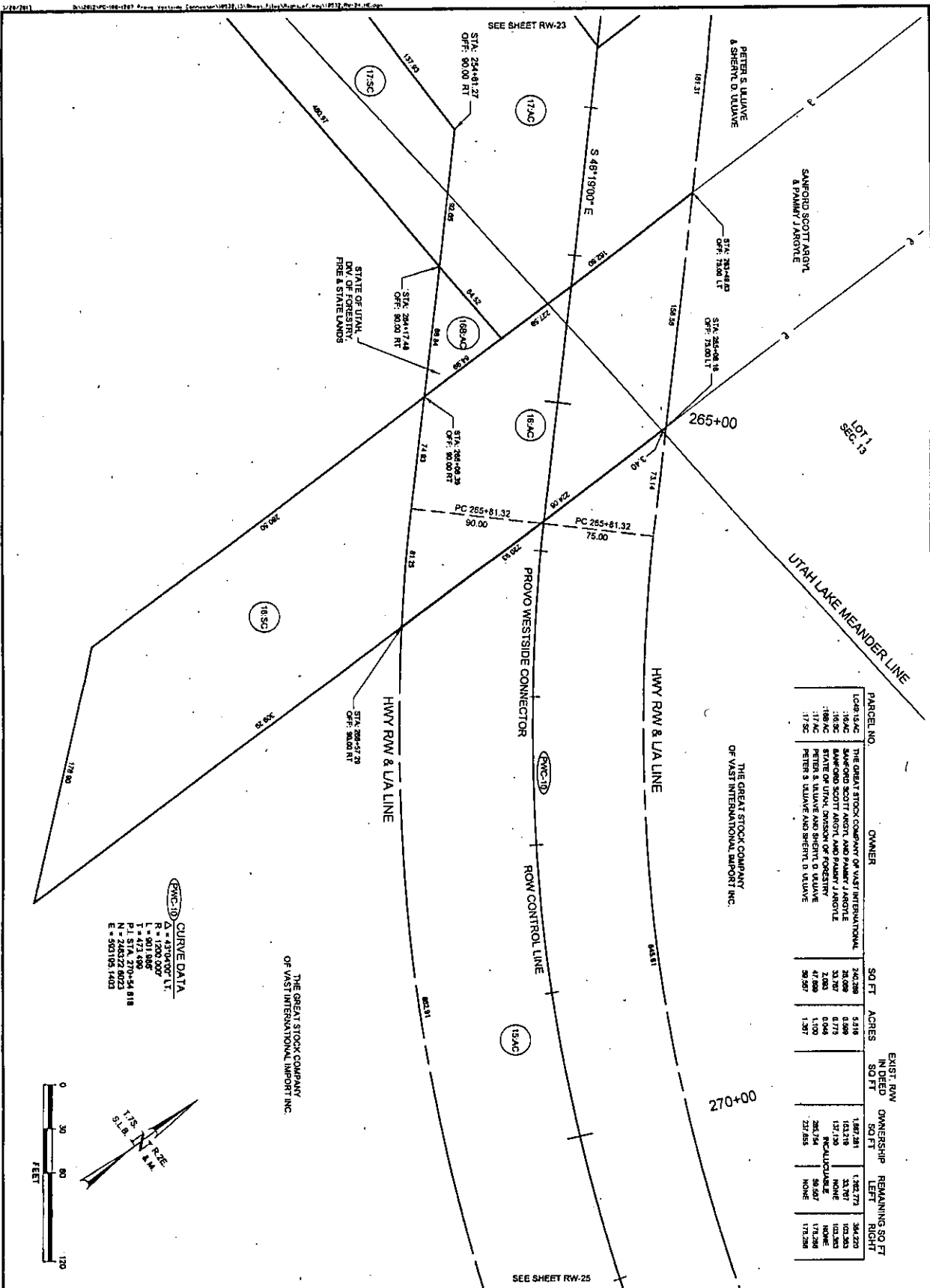
Δ	112° 00' 00"
L	101.186'
E	50.593'
M	50.593'

THE GREAT STOCK COMPANY
OF UTAH INTERNATIONAL IMPORT INC.

THE GREAT STOCK COMPANY
OF UTAH INTERNATIONAL IMPORT INC.



PROJECT		UTAH DEPARTMENT OF TRANSPORTATION		REVISONS	
PROVO WESTSIDE CONNECTOR		HORROCKS ENGINEERS			
PROJECT NO	F-LC49(129)	APPROVED			
DATE	10/5/12	DATE			
DRAWN BY		CHECKED BY			
NO.		DATE		APPROVED BY	REMARKS

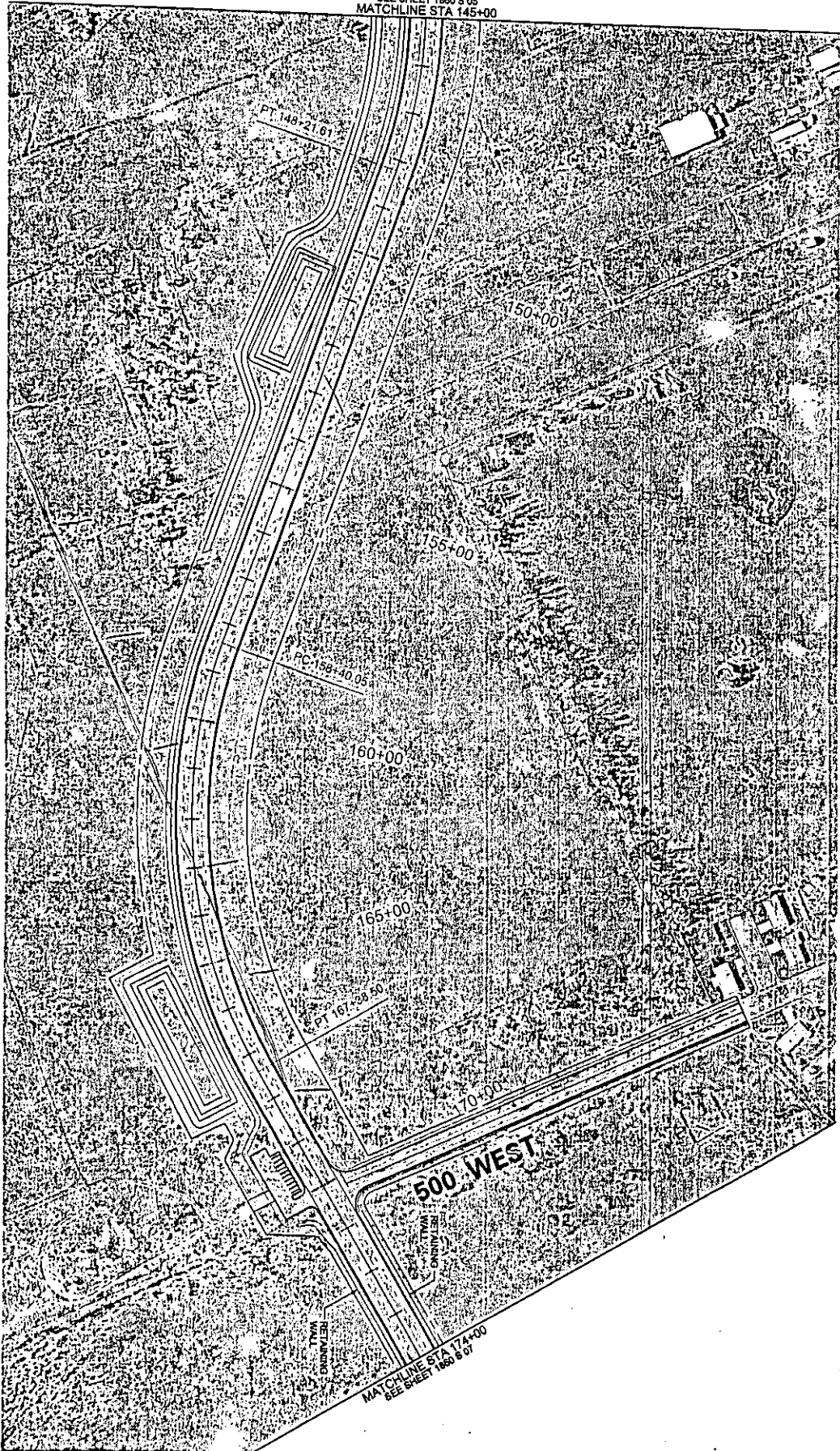


Parcel No.	Owner	SO FT	ACRES	EXIST. ROW IN DEED SO FT	OWNERSHIP SO FT	REMAINING SO FT
					LEFT	RIGHT
16 SC	THE GREAT STOCK COMPANY OF UTAH INTERNATIONAL	14.00	0.318			
17 AC	SARGENT SCOTT ARGENT AND PAMMY JARGENT	17.00	0.390			
17 AC	STATE OF UTAH, DIVISION OF FORESTRY	2.00	0.046			
17 SC	PETER S. ULUAVE AND SHERIL D. ULUAVE	20.00	0.459			

PROJECT UTAH COUNTY RECAP	PROJECT PROVO WESTSIDE CONNECTOR	PROJECT NUMBER F-LC49(129)	DATE 10/32	APPROVED PROFESSIONAL LAND SURVEYOR	DRAWN BY	DATE	REVISIONS	
	RIGHT-OF-WAY PLAN		MM/DD/YY		DATE	NO.		DATE
	UTAH DEPARTMENT OF TRANSPORTATION HORROCKS ENGINEERS		MM/DD/YY		DATE	APPROVED BY		REMARKS

Scale in Feet
0 100 200

SEE SHEET 1860 S 05
MATCHLINE STA 145+00



PROVO WESTSIDE CONNECTOR
1860 S-06



Provo Westside Connector
Contracting Plans

When Recorded Mail To:
Provo City Corp
Attn: City Engineer
351 West Center
Provo, Utah 84603

SPECIAL WARRANTY DEED

Tax ID NO. 21:051:029
Parcel No. LC49:15:AC
Project No. F-LC49(129)


The Great Stock Company of Vast International Imports Inc., A Utah Corporation, and "Environetics Services LLC" also known as "Environetics;" a Utah Limited Liability Company, Grantors, ~~operating~~ of Utah County, Utah, hereby CONVEY and WARRANT to Provo City Corporation (at 351 West Center, Provo, Utah 84603, Grantee, any and all interests and claims held through, or by Grantors, including in this conveyances all of Grantors past and future acquired rights, delivered entitlements, or Improvements in Title acquired or received by said Grantor regarding the hereby conveyed Ground/Land/Real Property described herein and hereby conveyed to Grantee. Consideration therefore is TEN (\$10.00) DOLLARS and other valuable consideration and covenants set forth in a written Agreement between Grantor and Grantee dated ~~July~~ August 7, 2013, 2013.

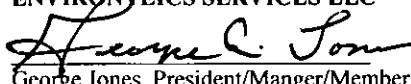
Subject Property As described and attached as Exhibit A hereto. A map of the subject property is attached hereto as Exhibit B. This conveyed property is currently subject to a Deed of Trust in favor of the Great Stock Company of Vast International Import, Inc..which shall be released as to the Exhibit A property simultaneous with the recording of this Deed.


Specifically withheld from this conveyance, and specifically retained by Grantor and its predecessor(s) are all water rights, including but not limited to water associated with springs, wells, other water sources, etc. on, under or relating to the conveyed lands. Subject to power lines, guy wires, geologic conditions, flood hazards, fence lines, ditches, and other factors of record or apparent on the lands. Subject also to an eight foot wide reserved underground utility easement along both the western and eastern subject property lines.

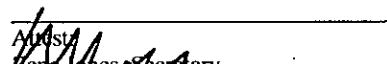
This conveyance is given to enable Provo City to construct and maintain a public highway as an expressway, as contemplated by Title 72, chapter 6, section 117, Utah Code Annotated, 1998, as amended. The Owners of said entire tract of property hereby release and relinquish to said Provo City any and all right appurtenant to the remaining property (except as to Severance Damages and value as to said conveyed lands) 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; EXCEPTING and reserving to said Owners, their successors or assigns, the right of access to the nearest roadway of said highway over and across the Southerly right of way line for a 30.00-foot section, which said section centers at a point directly opposite Highway Engineer Station 275+50, and any existing right of access easterly and northerly to 500 West Street.

In witness whereof, the Grantor has executed this instrument this 7th day of August, 2013.
In accordance with authorization and instruction issued by the Manager/Members of the Grantor Company, held this same day August 7, 2013.

Great Stock Company:

The Great Stock Company of Vast International Imports, Inc
By its Vice President

ENVIRONETICS SERVICES LLC

George Jones, President/Manger/Member For Environetics Services LLC

Attest:

Steven Grow, Secretary

Attest:

Hene Jones, Secretary

STATE OF UTAH)
)§
COUNTY OF UTAH)

The foregoing instrument and signatures thereon were acknowledged before me this ___ day of July, 2013 by George Jones, as authorized manager, member and President and Hene Jones, as Secretary, for Environetics Services LLC and Steven L. Grow, Vice President and also by Steven L. Grow, Secretary of Grantor entity; the above signers are persons personally known to me, who upon presenting reasonable identity documentation, duly acknowledged to me that this document was executed by them or behalf of said entity.

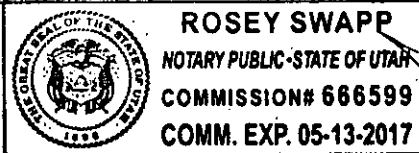
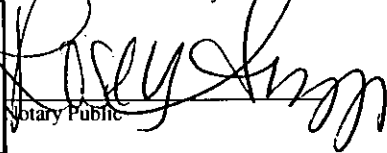

ROSEY SWAPP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 666599
COMM. EXP. 05-13-2017

Notary Public

Exhibit "A"
Special Warranty Deed

ENT 95012:2013 PG 11 of 14

Situate in Utah County, Utah, the below described real property:
(Parcel is included within tax parcel 21-051-0029)

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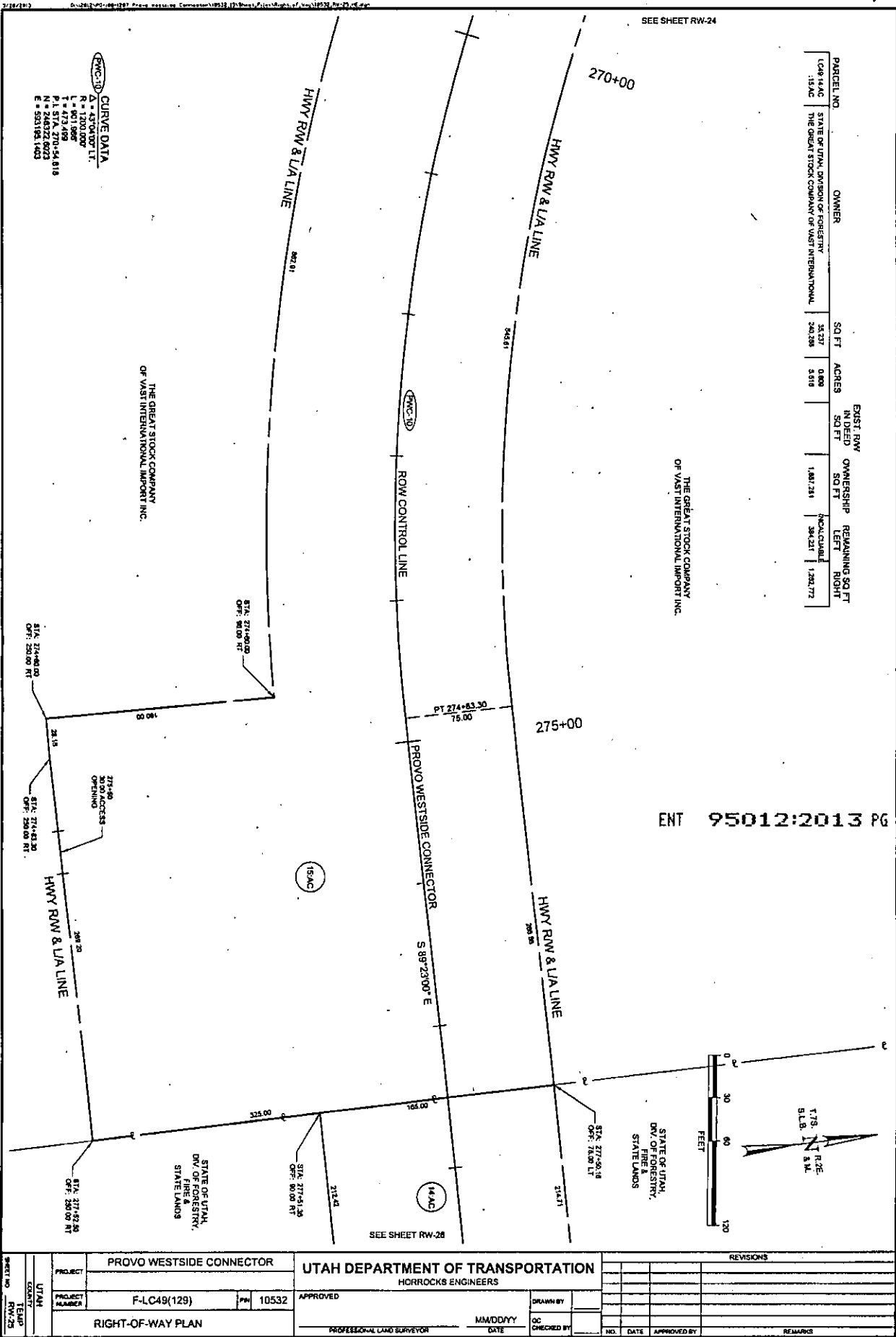
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The above described parcel of land contains 240,288 square feet in area or 5.518 acres.

Exhibit B

Page 1



SEE SHEET RW-24

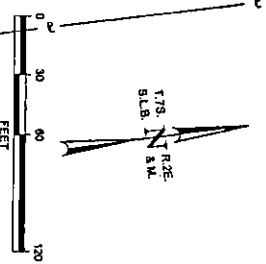
PARCEL NO	OWNER	SQ FT		ACRES		EXIST. ROW OWNERSHIP		REMAINING SQ FT	
		IN DEED	IN EASEMENT	IN DEED	IN EASEMENT	LEFT	RIGHT		
L49 14 AC 15 AC	STATE OF UTAH, DIVISION OF FORESTRY THE GREAT STOCK COMPANY OF VAST INTERNATIONAL	34,237	240,288	0.800	5.510	1,847,281	1,847,281	1,847,281	1,847,281

CURVE DATA
 Δ = 43°00'00" LT
 R = 120.00 FT
 T = 47.3489 FT
 P.I. STA. 270+54.818
 N = 248322.0023
 E = 553176.1403

THE GREAT STOCK COMPANY
OF VAST INTERNATIONAL IMPORT INC.

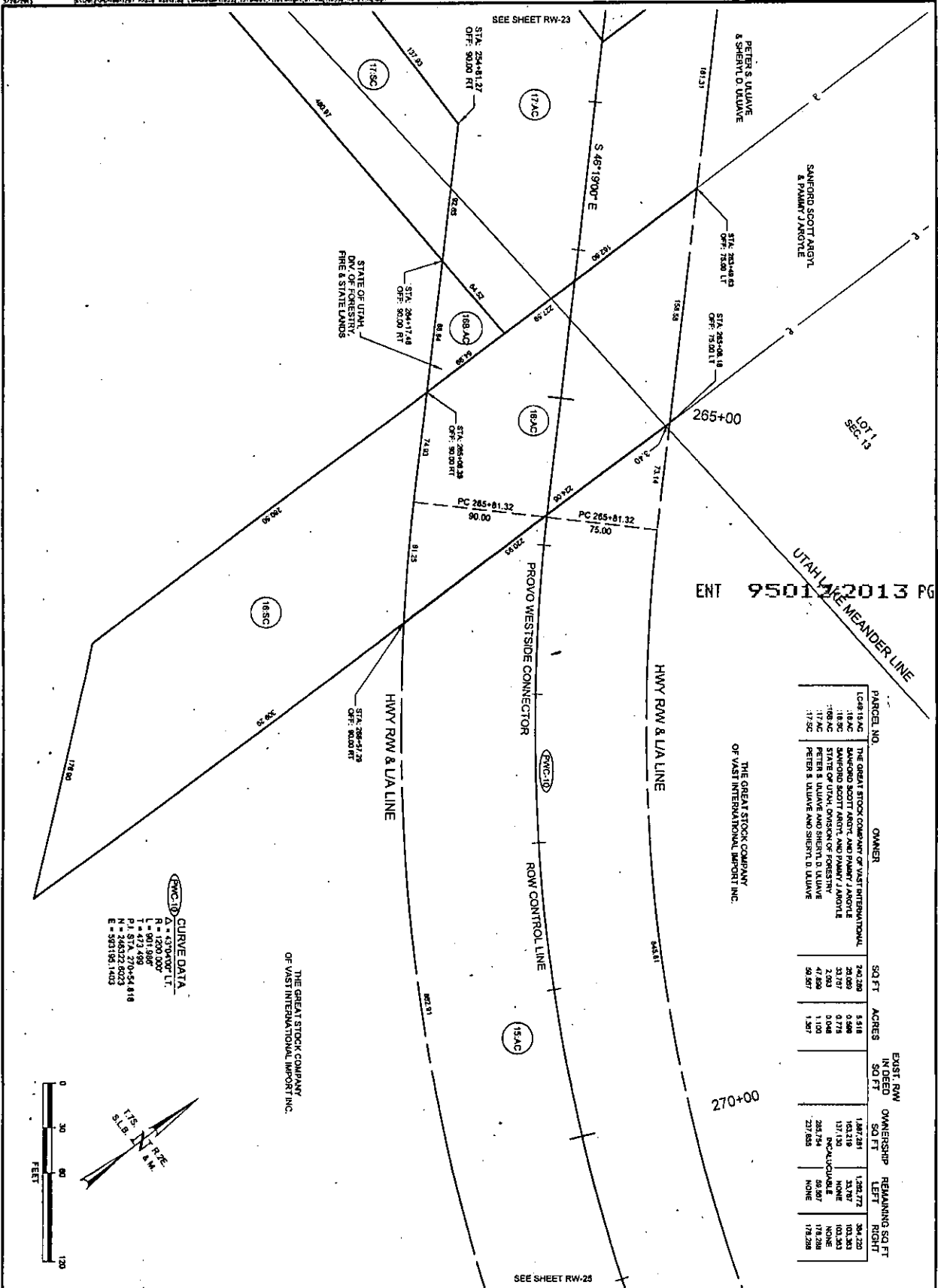
THE GREAT STOCK COMPANY
OF VAST INTERNATIONAL IMPORT INC.

ENT 95012:2013 PG 12 of 14



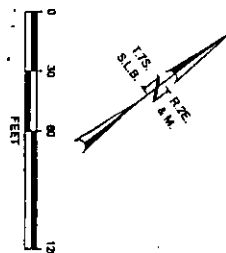
SHEET NO RW-23	PROJECT PROVO WESTSIDE CONNECTOR	UTAH DEPARTMENT OF TRANSPORTATION HORROCKS ENGINEERS		REVISIONS	
	PROJECT NUMBER F-L49(129)	PLAN 10532	APPROVED	DATE	REMARKS
UTAH COUNTY	RIGHT-OF-WAY PLAN	MM/DD/YY	DRAWN BY	CHECKED BY	NO. DATE APPROVED BY
TELEPHONE	PROFESSIONAL LAND SURVEYOR	DATE			

2/16/2013 10:26:29 AM D:\Projects\2013\2013-01-13\2013-01-13.dwg



CURVE DATA

A = 437.00' UT
L = 801.98'
T = 473.48'
P.I. STA. 270+54.818
E = 501.52' (M)
E = 501.52' (M)



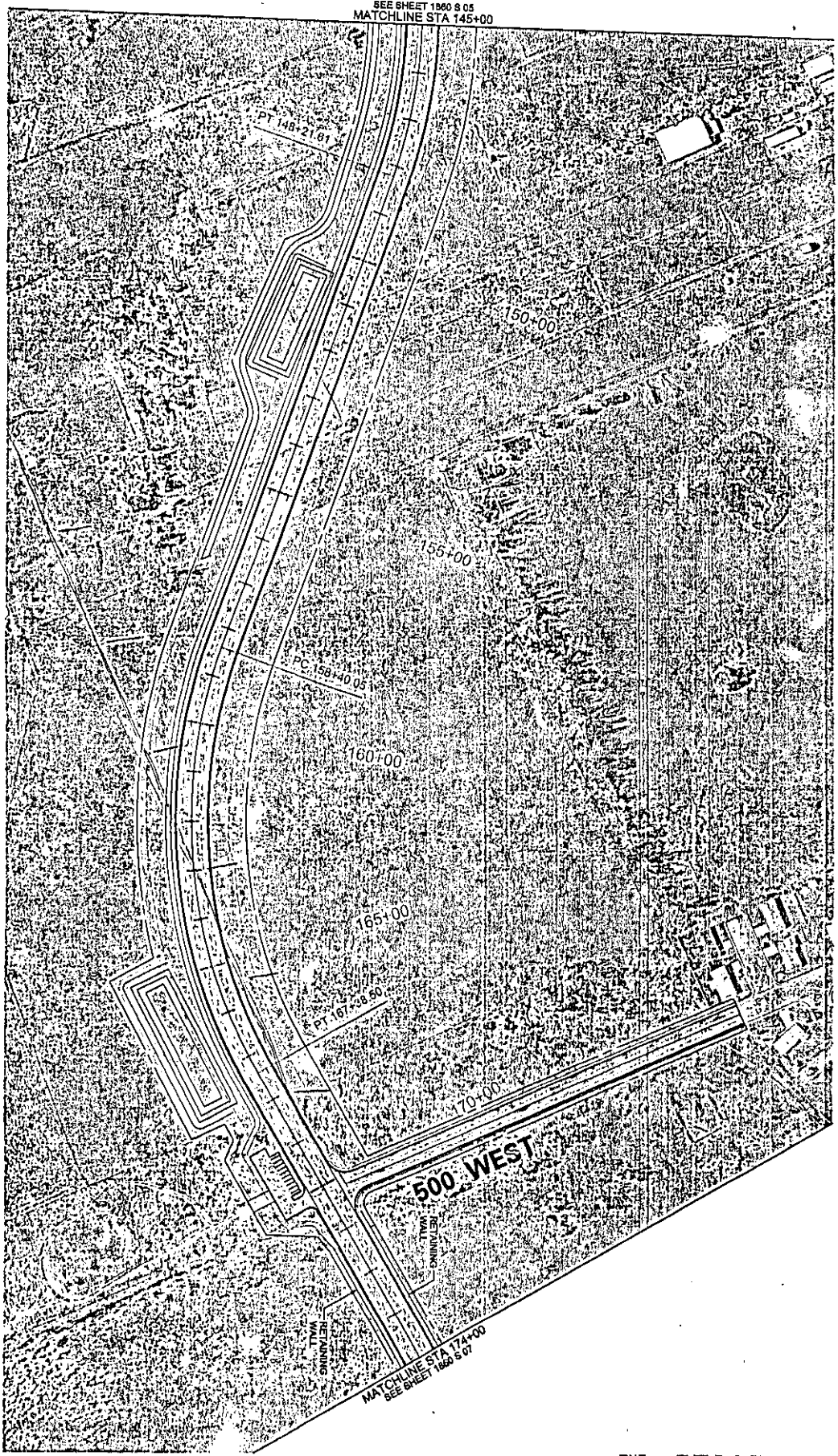
ENT 95012:2013 PG 13 of 14

PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. RW		OWNERSHIP	
				IN/DEED	SQ FT	LEFT	RIGHT
18AC	THE GREAT STOCK COMPANY OF VAST INTERNATIONAL	240,290	5.48			1,887,248	1,887,248
18AC	SARGENT SCOTT AGENT AND PAMMY JARVILLE	28,089	0.64			183,139	183,139
18AC	SARGENT SCOTT AGENT AND PAMMY JARVILLE	33,287	0.77			137,130	137,130
17AC	STATE OF UTAH, DIVISION OF FORESTRY	2,053	0.04			225,754	225,754
17AC	PETER'S ULLUVE AND SHERID ULLUVE	47,838	1.10			227,853	227,853
17AC	PETER'S ULLUVE AND SHERID ULLUVE	58,957	1.35				58,957
							178,288

PROJECT UTAH COUNTY	PROVO WESTSIDE CONNECTOR		UTAH DEPARTMENT OF TRANSPORTATION HORROCKS ENGINEERS		REVISIONS	
	PROJECT NUMBER F-LC49(129)	PN 10532	APPROVED	DRAWN BY	DATE	REMARKS
RIGHT-OF-WAY PLAN			PROFESSIONAL LAND SURVEYOR	MM/DD/YY	DATE	APPROVED BY

SEE SHEET 1860 S 05
MATCHLINE STA 145+00

Scale in Feet
0 100 200



PROVO WESTSIDE CONNECTOR
1860 S-08

Provo Westside Connector
Contracted Plans