

WHEN RECORDED, MAIL TO:

Provo City  
351 West Center P.O. Box 1849

Provo, UT 84603-1849

222274

ENT 20421:2014 PG 1 of 6  
Jeffery Smith  
Utah County Recorder  
2014 Mar 27 04:06 PM FEE 22.00 BY CLS  
RECORDED FOR Meridian Title Company  
ELECTRONICALLY RECORDED



## Provo City Right of Entry and Occupancy Agreement

Project No: F-LC49(129) Parcel No.(s): 27:AC

Job/Proj / Auth No: 53653

Pin No: 10532

Project Location: Provo Westside Connector

County of Property: UTAH

Tax ID / Sidwell No: 21:056:0015, 21:055:0001, 21:055:0002

Property Address: PROVO UT, 84604

Owner / Grantor (s): Echo Ridge, LC, J.L.C., Reelman, LLC, SRG Investments, L.C.

Owner's Address: 210 N. Preston Dr., Alpine, UT, 84004-1945

Owner's Home Phone:

Owner's Work Phone: (801)756-7775

### 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 Echo Ridge, LC, as to an undivided 48% interest, J.L.C., as to an undivided 12% interest, Reelman, LLC, as to an undivided 20% interest and SRG Investments, L.C., as to an undivided 20% interest ("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 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 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 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 \$103,200.00 (for 5.640 acres)(the "Deposit") will be paid into escrow, a non-interest bearing account, at Meridian Title Company for the benefit of Property Owners as consideration for entering into this Agreement. Provo City 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. The Property Owners can receive the Deposit from the Title Company once this agreement is recorded and applicable encumbrances, if any, are paid. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to Provo City.

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 the subject property from the Property Owners to Provo City 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 have been paid to other third parties, the Property Owners shall be responsible for paying the amount due to the other third parties. In the event that Provo City desires to obtain title insurance in connection with the release of the deposit, Provo City 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, 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 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, Provo City will 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 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 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 all of 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  
PROVO CITY  
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 07 day of January, 2014

REELMAN LLC  
Property Owner

Property Owner

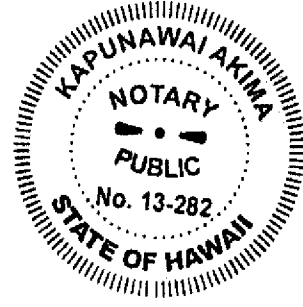
by Richard Rappaport, Manager  
Property Owner

Richard Rappaport  
Property Owner

STATE OF ~~UTAH~~ Hawaii  
County of Maui

On the 07 day of January, 2014, personally appeared before me  
Richard Rappaport  
the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

[Signature]



KAPUNAWAI AKIMA  
My Commission Expires: 8/11/2017  
DATED this 26 day of March, 2014

David Graves  
David Graves, Provo City Provo City Engineer

STATE OF UTAH  
County of Utah

On the 26 day of March, 2014, personally appeared before me  
David Graves  
the signer(s) of this Agreement for Provo City  
who duly acknowledged to me that they executed the same.

Angela C Gowans



NOTARY

# NOTARY CERTIFICATION

DOCUMENT DATE: 1/07/14 NO. OF PAGES: 4

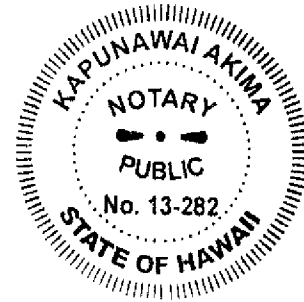
NOTARY PUBLIC'S NAME: KAPUNAWAI AKIMA  
My Commission Expires: 8/11/2017

HAWAII JUDICIAL CIRCUIT: 2nd Circuit

DOCUMENT DESCRIPTION: Right of Entry

NOTARY'S SIGNATURE: [Signature]

DATE ACKNOWLEDGED: 1/07/14



## Exhibit "A"

Tax ID Nos. 21:055:0001, 21:055:0002, 21:056:0015 - Pin No. 10532 -  
Parcel No. LC49:27:AC - Project No. F-LC49(129)

A parcel of land in fee for the Provo City Westside Connector known as Project No. F-LC49(129), being part of an entire tract of property situate in Lot 2 and Lot 3 of Section 14, T.7S., R.2E., SLB&M.. The boundaries of said parcel of land are described as follows:

Beginning in the easterly boundary line of said entire tract, as referenced in that certain Boundary Line Agreement, recorded as Entry No. 375:2007 in the office of the Utah County Recorder, at 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 235+98.41, which point is 850.96 feet N.88°50'50"E along the Section line and 1320 feet S.01°09'10"E., and 782.98 feet S.00°23'29"E. from the North Quarter corner of said Section 14; and running thence S.00°23'29"E. 353.72 feet along said easterly boundary line to a point 268.60 feet perpendicularly distant southerly from said right of way control line opposite approximate Engineers Station 236+82.22; thence N.63°59'18"W. 138.93 feet to a point 238.14 feet perpendicularly distant southerly from said right of way control line opposite approximate Engineers Station 235+46.67; thence N.07°52'21"W. 127.18 feet to a point 119.58 feet perpendicularly distant southerly from said right of way control line opposite approximate Engineers Station 235+00.65; thence N.69°53'00"W. 140.03 feet to a point 103.05 feet perpendicularly distant southerly from said right of way control line opposite approximate Engineers Station 233+61.59; thence N.81°27'30"W. 200.51 feet to a point 119.83 feet perpendicularly distant southerly from said right of way control line opposite approximate Engineers Station 231+61.79; thence N.79°39'21"W. 119.73 feet to a point 126.09 feet perpendicularly distant southerly from said right of way control line opposite approximate Engineers Station 230+42.22; thence N.00°24'10"W. 37.15 feet to a point 90.00 feet perpendicularly distant southerly from said right of way control line opposite approximate Engineers Station 230+33.40; thence N.76°39'33"W. 495.25 feet parallel with said right of way control line; thence S.70°55'48"W. 152.07 feet to the westerly boundary line of said entire tract and said Boundary Line Agreement at a point 171.55 feet radially distant southerly from said right of way control line opposite approximate Engineers Station 224+11.15; thence N.00°09'10"W. 255.80 feet along said westerly boundary line to a point 75.00 feet radially distant northerly from said right of way control line opposite approximate Engineers Station 223+45.30; thence Easterly 70.86 feet along the arc of a 1125.00-foot radius non-tangent curve to the left, concentric with said right of way control line (chord bears S.74°51'17"E. 70.85 feet); thence S.76°39'33"E. 1177.36 feet parallel with said right of way control line to the point of beginning.

The above described part of an entire tract contains 245,684 square feet in area or 5.640 acres.

(Note: Rotate above bearings 0°00'27" counterclockwise to equal highway bearings.)  
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

## Exhibit "A"

amended, the Owners of said entire tract of property hereby release and relinquish to said Provo City 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; **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 227+75 .