

ENT116344:2022 PG 1 of 10  
Andrea Allen  
Utah County Recorder  
2022 Nov 08 08:40 AM FEE 0.00 BY MC  
RECORDED FOR Utah Department of Transportation  
ELECTRONICALLY RECORDED

The Order of the Court is stated below:

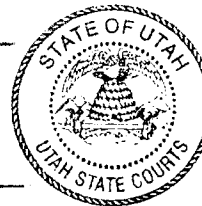
Dated: October 28, 2022  
02:44:23 PM

/s/ THOMAS  
District Court Judge



MARK E. BURNS (#6706)  
D. WILLIAMS RONNOW (#4132)  
Assistant Attorneys General  
SEAN D. REYES (#7969)  
Utah Attorney General  
Attorneys for Plaintiff  
160 East 300 South, 5<sup>th</sup> Floor  
P.O. Box 140857  
Salt Lake City, Utah 84114-0857  
Telephone (801) 366-0353  
[markburns@agutah.gov](mailto:markburns@agutah.gov)  
[wronnow@agutah.gov](mailto:wronnow@agutah.gov)

STATE OF UTAH  
COUNTY OF Utah  
I hereby certify that the document to  
which this certificate is attached is a  
full, true and correct copy of the  
original filed in the Utah State Courts  
WITNESS my hand and seal  
this 31st day of October  
2022  
DISTRICT JUVENILE COURT



*Thomas Low*

CLERK

IN THE FOURTH JUDICIAL DISTRICT COURT  
IN AND FOR UTAH COUNTY, STATE OF UTAH

UTAH DEPARTMENT OF  
TRANSPORTATION,

Plaintiff

vs.

SANCTUARY AT LEHI, LLC, and  
DEFENDANT DOES 1-10,

Defendants.

FINAL JUDGMENT OF  
CONDEMNATION

UDOT Project No. S-I15-6(228)280  
Parcel Nos. 276:2E, 276:A, 276:E, 276:PUE  
Affecting Tax Id. No. 66:910:0002 (formerly  
45:579:0002)

Civil No. 180400563

Judge Thomas Low

The Court has reviewed the *Stipulation and Joint Motion for Final Judgment of Condemnation* (“*Stipulation*”) entered into between Plaintiff Utah Department of Transportation (“UDOT”) and Defendant Sanctuary at Lehi, LLC, a Utah Limited Liability Company (“Sanctuary”) and being fully advised in the premises and for good cause appearing,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The Parties' *Stipulated Joint Motion for Final Judgment of Condemnation* is granted, ("*Stipulation*") and this *Final Judgment of Condemnation* ("*Final Judgment*") is hereby entered, based on, and in accord with, all terms set forth in the Parties' *Stipulation*.

2. The parcels of land Parcels Nos. 276:A, 276:E, 276:2E and 276:PUE, described in Paragraph 10, below ("*Condemnation Parcels*") are hereby condemned, and acquired by UDOT for public transportation purposes as part of UDOT Project No. S-I15-6(228)280 ("*Project*"). UDOT has the right to condemn and acquire the Condemnation Parcels for a public use and transportation purposes. The Project as described in the Complaint, constitutes such a public use and transportation purpose authorized by law and the Condemnation Parcels are necessary for the public use.

3. The Defendant was previously served with the Complaint in Eminent Domain and is represented by counsel. Defendant has consented to the jurisdiction of the Court for this case.

4. Defendants Doe, unknown persons or entities who may claim some unspecified interest in the Condemnation Parcels, failed to appear in this action or otherwise assert any interest or claim in the Condemnation Parcels. Accordingly, it is hereby adjudged and ordered that no Defendant Doe has shown any proof of right, title, or interest in the Condemnation Parcels, and any such interests are nominal for which no compensation is due.

5. Subject to the terms in paragraph 6, it is hereby ordered that the full amount for just compensation to Defendant as described in Utah Code Ann. § 78B-6-511 ("*Just Compensation*"), for Defendant's rights, title, and interests in the Condemnation Parcels to be acquired by UDOT, is Four Hundred Seventeen Thousand and Eight Hundred Dollars (\$417,800.00). Defendant's

rights and interests condemned or acquired hereunder, shall include without limitation, such appurtenant rights and interests as identified in the Condemnation Parcel descriptions; and the full and final settlement of any known or unknown claims existing prior to the date hereof, including any claims for severance damages for alleged loss or impairment of access; any other claims for damages or other compensation of any nature, including interest, attorney fees, and costs, arising from the condemnation process and the construction of the Project for which the Subject Property is being acquired as may be recoverable by law or at equity.

6. In accord with the Parties' Stipulation, it is FURTHER ORDERED:

- a. On March 10, 2022, Defendants entered into a certain "Development Agreement for the East Project" ("Development Agreement") with Lehi City ("Lehi") and other landowners, ("Developers") for the development of the East Project, located at approximately 2900 Digital Drive, in Lehi City. The Development Agreement provides that Lehi City will design and construct a two-lane, two-way road ("Loop Road") extending from Triumph Boulevard south, to the current termination of Sandalwood Drive; and Lehi will advance all costs associated with the design and construction of Loop Road, ("Construction Costs").
- b. As additional consideration for UDOT's payment of the Just Compensation amount, Defendants shall contribute the amount of \$400,000.00 from the Just Compensation towards the Construction Costs for the Loop Road ("Construction Funds") which shall be disbursed to Lehi as follows:
  - i. UDOT shall retain the full amount of the Construction Funds, until

the Loop Road construction is complete, the Loop Road is accepted by Lehi, and put into service as a city road.

- ii. Defendant Sanctuary at Lehi, LLC shall notify UDOT in writing, of the Loop Road completion and acceptance by Lehi City.
  - iii. Upon such notification, UDOT shall disburse the Construction Funds in full, directly to Lehi City in accord with the Development Agreement.
  - iv. Defendant's written notice of completion shall be delivered to UDOT as follows: Utah Department of Transportation, Central Right of Way Division Attn; Director of Right of Way | Re: UDOT PIN No. 12158, Project No. S-I15-6(228)280, Parcel No. 276 | 4501 South 2700 West Salt Lake City, Utah 84114.
  - v. Upon written notice of completion and acceptance of the Loop Road UDOT shall deliver to Lehi City, the sum of \$400,000.00 designated as "Sanctuary at Lehi, LLC's Contribution to Construction Costs for the Loop Road," by sending a check by certified mail made payable to: Lehi City Clerk | Lehi City Offices | 153 North 100 East | Lehi Utah, 84043.
- c. The Parties have further agreed, and the Court hereby Orders, if construction and acceptance of the Loop Road is not completed within three years from date of entry of Final Judgment of Condemnation in this matter, UDOT shall distribute the Construction Funds it is holding under paragraph 6(b)(i) as follows:

i. UDOT shall disperse to Lehi Pointe, LLC the amount of \$200,000.00 (“Refund Payment”) representing the refund of half of the Construction Funds by sending a check payable and delivered as follows: Sanctuary at Lehi, LLC, c/o SALT Development, LLC, 205 N. 400 W., Suite 300, Salt Lake City, Utah 84103.

ii. Defendants’ receipt of the Refund Payment shall constitute full satisfaction of all Defendants’ contested severance damage claims and any remaining just compensation claims in this action.

iii. UDOT shall retain the remaining Construction Funds in the amount of \$200,000.00.

d. Upon entry of the Final Judgment by the Court, UDOT shall pay directly to Defendant Sanctuary at Lehi, LLC, the sum of \$17,800.00 representing the Just Compensation amount by sending a check, made payable to: Sanctuary at Lehi, LLC, c/o SALT Development, LLC, 205 N. 400 W., Suite 300, Salt Lake City, Utah 84103.

7. The Clerk of the Court shall return the amount on deposit with the Court to UDOT.

The check, payable to the Utah Department of Transportation, shall be sent by the Court via certified mail to:

Utah Department of Transportation  
c/o Charles Stormont, Director of Right of Way  
4501 South 2700 West  
P.O. Box 148420  
Salt Lake City, UT 84114-8420

8. Upon UDOT's full payment of funds described under paragraph 6, the Defendant on its own behalf and on behalf of their manager(s), members, agents, related persons, entities, or other affiliates shall knowingly, voluntarily, and irrevocably waive and release all claims and damages, as described in Paragraph 5; Defendant shall waive and release any right, title, or interest each may claim in the Condemnation Parcels; and Defendant shall disclaim and waive any claim to any additional condemnation compensation. Full payment of funds described under paragraph 6, shall constitute full and final settlement and release of all Defendants' damage claims, and shall serve as full satisfaction of the Judgment agreed to herein and no additional compensation shall be due to Defendants.

9. All Parties to this action shall bear their respective attorneys' fees, and costs related to this condemnation action; and no interest, costs, or attorney's fees are awarded to any Party.

10. In accord with Utah Code § 78B-6-516, a copy of this *Final Judgment of Condemnation* shall be filed with the County Recorder of Utah County, State of Utah and thereupon the rights and interests of Defendant in the following described property situated in Utah County, State of Utah, shall vest in the Plaintiff, Utah Department of Transportation:

**(Affecting Utah County Tax Parcel Id No. 66:910:0002 (formerly 45:579:0002))**

**Parcel No. S-I15-6:276:A**

A parcel of land in fee, being part of an entire tract of property situate in Lot 2, Lehi Botanical Subdivision, amending Lehi Industrial Park Plat "A", according to the official plat thereof, recorded January 07, 2016 as Entry No. 1363:2016 in the office of the Utah County Recorder, situate in the in the SW1/4 SE1/4 of Section 31, Township 4 South, Range 1 East and the NW1/4 NE1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, for the purpose of widening of existing I-15, known as Project No. S I15 6(228)280.

Beginning at the southwest corner of said Lot 2 being in the existing northeasterly frontage road right of way line of I-15 at a point 197.47 feet radially distant northeasterly from the right of way

control line of said Project opposite approximate Engineers Station 2260+94.69, and running thence along said existing northeasterly frontage road right of way line the following two (2) courses and distances: (1) S.44°26'17"E. 95.83 feet to the point of tangency of a curve to the left with a radius of 40.00 feet; (2) thence Easterly along said curve with an arc length of 63.20 feet, chord bears S.89°42'29"E. 56.83 feet to designated Point "X" at a point 236.89 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2259+60.63; thence Westerly 46.57 feet along the arc of a non-tangent curve to the right with a radius of 40.00 feet; chord bears S.78°23'02"W. 43.98 feet to a point 200.00 feet radially distant northeasterly from the right of way control line of said Project opposite Engineers Station 2259+84.22, thence N.44°35'06"W. 111.98 feet to the westerly boundary line of said Lot 2, at a point 200.58 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2260+94.65, thence S.45°40'00"W. 3.12 feet to the point of beginning. The above described parcel of land contains 348 square feet in area or 0.008 acres.

(Note: Rotate above bearings 00°12'18" counterclockwise to equal Highway bearings).

Together with any and all rights appurtenant to the remaining portion of said Lot 2 by reason of the location thereof with reference to I-15 including its frontage road known as Digital Drive, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion of Lot 2, to or from Digital Drive. The foregoing appurtenant rights are being acquired 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.

**Parcel No. S-I15-6:276:E**

A perpetual easement upon part of an entire tract of property situate in Lot 2, Lehi Botanical Subdivision, amending Lehi Industrial Park Plat "A", according to the official plat thereof, recorded January 07, 2016 as Entry No. 1363:2016 in the office of the Utah County Recorder, situate in the in the SW1/4 SE1/4 of Section 31, Township 4 South, Range 1 East and the NW1/4 NE1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, for the installation and maintenance of a drainage facility incident to the widening of existing Interstate 15, known as Project No. S-I15-6(228)280. The Easement shall run with the real property and shall be binding upon the owner of the servient estate, the owner's successors, heirs and assigns.

The boundaries of said part of an entire tract are described as follows:

Beginning in the northeasterly highway right of way and limited access line of I-15 of said project at a point 200.03 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2260+00.00, which point is 3.12 feet N.45°40'00"E. along the westerly boundary line of said Lot 2 and 95.98 feet S.44°35'06"E. from

the southwest corner of said Lot 2; and running thence N.45°16'37"E. 19.97 feet to a point 220.00 feet radially distant northeasterly from the right of way control line of said Project opposite Engineers Station 2260+00.00, thence S.44°39'03"E. 36.37 feet to the point of curvature of a non-tangent curve to the right with a radius of 40.00 feet, at a point 220.00 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2259+64.19, thence westerly along said curve with an arc length of 29.16 feet, chord bears N.89°08'53"W. 28.52 feet to a point 200.00 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2259+84.22, thence N.44°35'06"W. 16.00 feet to the point of beginning. The above described part of an entire tract contains 574 square feet in area or 0.013 acre.

(Note: Rotate above bearings 00°12'18" counterclockwise to equal Highway bearings).

**Parcel No. S-I15-6:276:2E**

A temporary easement upon part of an entire tract of property situate in Lot 2, Lehi Botanical Subdivision, amending Lehi Industrial Park Plat "A", according to the official plat thereof, recorded January 07, 2016 as Entry No. 1363:2016 in the office of the Utah County Recorder, situate in the in the SW1/4 SE1/4 of Section 31, Township 4 South, Range 1 East and the NW1/4 NE1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, for the purpose of widening of existing I-15, known as Project No. S I15 6(228)280.

Purpose and uses permitted. The purpose of the easement is to allow UDOT, public utility companies, their employees, contractors, agents and others engaged in the above Project to enter onto the easement area to facilitate the construction of the Project.

Non-exclusive use. The easement acquired herein does not convey any right except as stated herein, nor does it prevent Defendant(s) from the use of the real property within the easement so long as such use does not interfere with the purposes for which the easement is being acquired. This easement does not convey the right to use the easement in a manner that would deny any right the Defendant may possess of reasonable access to property outside of the easement.

Duration of easement. The easement shall begin at the time actual construction of said project is commenced at the location of the easement and shall continue for a period of the three years or until the earlier completion of the project. The easement shall run with the real property and shall be binding on Defendant(s), their successors, heirs and assigns.

Restoration of property. UDOT will restore the real property as nearly as reasonably possible to its condition prior to any material disturbance from construction activities, consistent with project improvements.

The boundaries of said part of an entire tract are described as follows:



Beginning in the northeasterly highway right of way and limited access line of I-15 of said at a point 200.58 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2260+94.65, which point is 3.12 feet N.45°40'00"E. along the westerly boundary line from the southwest corner of said Lot 2, and running thence N.45°40'00"E. 10.00 feet along the northwesterly boundary line of said Lot 2 to a point 210.58 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2260+94.51, thence S.44°35'06"E. 85.91 feet; thence N.45°16'37"E. 19.96 feet; thence S.44°39'03"E. 30.32 feet; thence N.45°21'27"E. 25.01 feet; thence S.44°36'13"E. 19.59 feet to the southeasterly boundary line of said Lot 2 at a point 255.00 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2259+60.76, thence S.45°01'54"W. 18.11 feet to the point of tangency of a curve to the right with a radius of 40.00 feet; thence westerly along said curve with an arc length of 46.57 feet, chord bears S.78°23'04"W. 43.98 feet; thence N.44°35'06"W. 111.98 feet to the point of beginning. The above described part of an entire tract contains 2604 square feet in area or 0.060 acre.

(Note: Rotate above bearings 00°12'18" counterclockwise to equal Highway bearings).

**Parcel No. S-I15-6:276:PUE**

A perpetual easement upon part of an entire tract of property situate in Lot 2, Lehi Botanical Subdivision, amending Lehi Industrial Park Plat "A", according to the official plat thereof, recorded January 07, 2016 as Entry No. 1363:2016 in the office of the Utah County Recorder situate in the in the SW1/4 SE1/4 of Section 31, Township 4 South, Range 1 East and the NW1/4 NE1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, in Utah County, Utah to facilitate the widening of existing I-15, known as Project No. S I15 6(228)280. The Easement shall run with the real property and shall be binding upon the owner of the servient estate, the owner's successors, heirs and assigns.

The public utility shall have the right to install, maintain, operate, repair, remove, replace or relocate public utility facilities, including the right of ingress and egress, within said Public Utility Easement. Said public utility easement is non-exclusive and may be used by all public utilities according to the terms of the Public Utility Easement statute.

The boundaries of said part of an entire tract are described as follows:

Beginning in the northeasterly highway right of way and limited access line of I-15 of said project at a point 210.00 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2259+86.43, which point is 13.12 feet N.45°40'00"E. along the westerly boundary line and 109.68 feet S.44°35'6"E from the southwest corner of said Lot 2, and running thence 14.43 feet Northwesterly along the arc of a curve to the right with a radius of 30.00 feet, chord bears N.58°12'55"W. 14.29 feet; thence

N.44°26'17"W. 85.81 feet to a point 207.35 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2260+84.70, thence N.45°40'00"E. 3.15 feet; to a point 210.49 feet radially distant northeasterly from the right of way control line of said Project opposite approximate Engineers Station 2260+84.66, thence S.44°35'06"E. 99.68 feet to the point of beginning. The above described Easement contains 311 square feet in area or 0.007 acre.

(Note: Rotate above bearings 00°12'18" counterclockwise to equal Highway bearings).

**THIS ORDER BECOMES EFFECTIVE ON THE DATE WHEN ELECTRONICALLY  
SIGNED BY THE COURT ON THE FIRST PAGE.**

APPROVED AS TO FORM:

CLYDE, SNOW AND SESSIONS

/s/ Perrin R. Love  
PERRIN R. LOVE  
Attorney for Sanctuary at Lehi, LLC  
**(Electronically signed with permission)**