

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-R399(269) Parcel No.(s): 102:2E, 102:3E, 102:E, 102:P  
Pin No: 15138 Job/Proj No: 72718 Project Location: UVU Ped. Crossing Over I-15  
County of Property: UTAH Tax ID / Sidwell No:  
Property Address: OREM UT, 94057  
Owner's Address: 1483 Springdell Dr., Provo, UT, 84604-9620  
Owner's Home Phone: Owner's Work Phone: (801)226-2760  
Owner / Grantor (s): BJBD, L.C.  
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 BJBD, L.C. ("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 \$163,200.00 (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

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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:** Parcel No.(s): 102:2E, 102:3E, 102:E, 102:P

Additional Term: UDOT agrees that its Right of Way Division will support access to the pedestrian bridge that is to be constructed on the property that is the subject of this Agreement in the future should Property Owner develop residential units on Property Owner's adjoining remaining property, provided that the requested access complies with all applicable laws and regulations at the time of application. Property Owner acknowledges that the UDOT Right of Way Division cannot guarantee that any such access permit will be issued by UDOT, since such decisions are made by different personnel within UDOT. Property Owner further acknowledges that such support by the UDOT Right of Way Division does not obligate UDOT to spend any funds or excessive personnel resources, but instead is intended only to obligate the Right of Way Division to provide those limited personnel resources required to generally support the concept of increased pedestrian access to the pedestrian bridge, provided that such access complies with all applicable laws and regulations at the time of application and that such compliance shall be the responsibility of Property Owner.

*[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 26<sup>th</sup> day of June, 2019

BJBD, LC

Property Owner

Beverly B Davis, Manager

Property Owner

Property Owner

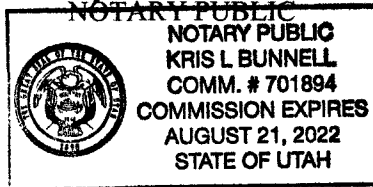
Property Owner

STATE OF UTAH  
County of Utah

On the 26<sup>th</sup> day of June, 2019, personally appeared before me

Beverly B Davis the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

Kris L Bunnell



DATED this 16 day of July, 2019

Charles H. Smith

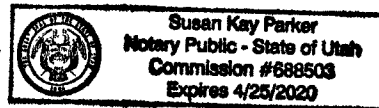
UDOT Director / Deputy Director of Right of Way

STATE OF UTAH  
County of Salt Lake

On the 16<sup>th</sup> day of July, 2019, personally appeared before me

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

Susan Kay Parker  
NOTARY PUBLIC



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

## Perpetual Easement

(LIMITED COMPANY)

Utah County

Tax ID. No. 18:030:0051

Pin No. 15138

Project No. S-R399(269)

Parcel No. 399:102:E

Parcel No. 399:102:2E

BJBD, L.C., Grantor, a Limited Company of the State of Utah, 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 considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

### Bridge Easement Parcel 102:E

A perpetual easement, upon part of an entire tract of property, situate in the NE1/4 SW1/4 and the NW1/4 SE1/4 of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah for the purpose of constructing and maintaining a pedestrian bridge, column structures and support foundations, and appurtenant parts thereof incident to Project No. S-R399(269).

The boundaries of said perpetual easement are described as follows:

Beginning in the existing southwesterly highway right of way and no-access line of Interstate 15 of Project No. MP-I15-6(178)245, which point is 3716.21 feet S.00°40'55"E. along the quarter section line and 207.59 feet N.89°19'05"E. from the North Quarter corner of said Section 21, said point is also 25.00 feet radially distant northerly from the Utah Valley University Pedestrian Bridge Right of Way Control Line opposite engineer station 5+92.05; and running thence S.32°52'18"E. 51.90 feet coincident with the southwesterly highway right of way line of Interstate 15 (Project No. MP-I15-6(178)245) to the beginning of a 2375.00 foot radius curve to the left; thence westerly along the arc of said curve concentric with control line 249.52 feet through a delta of 06°01'10" (Note: Chord to said curve bears S.69°49'57"W. for a distance of 249.40 feet) to the easterly right of way line of Union Pacific Railroad Company; thence

Continued on Page 2

N.28°49'17"W. 50.24 feet coincident with said easterly right of way line to the beginning of a 2425.00 foot radius curve to the right; thence easterly along the arc of said curve concentric with control line 245.66 feet through a delta of 05°48'15" (Note: Chord to said curve bears N.69°36'29"E. for a distance of 245.55 feet) to the point of beginning.

The above described perpetual easement contains 12,380 square feet in area or 0.284 acres.

Together with the right of access to the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the easement and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

Prior to any construction of utilities, buildings, or other facilities within the above described easement area, the Grantor must have written approval from the Grantee.

(Note: Rotate the above description parcel 01°37'36" clockwise to equal record bearings)

#### **Access Easement Parcel 102:2E**

Together with a 20.00 foot perpetual access easement, upon part of an entire tract of property, situate in the NE1/4 SW1/4 and the NW1/4 SE1/4 of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah for the purpose of constructing and maintaining a pedestrian bridge known as Project No. S-R399(269).

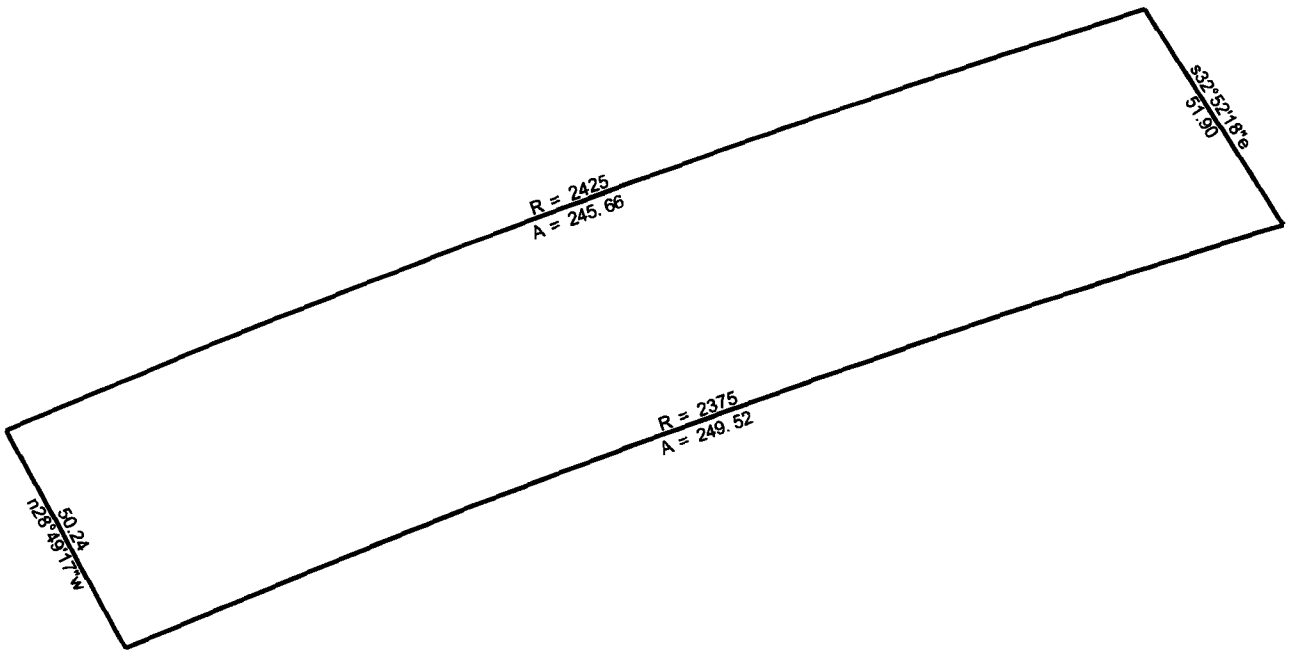
Said perpetual 20.00 foot access easement being 10.00 feet on each side of the following described centerline:

Beginning at a point in the Grantors Northerly boundary line, which point is 2800.70 feet S.00°40'55"E. along the quarter section line and 308.42 feet S.89°19'05"W. from the North Quarter corner of said Section 21, said point is also 1058.22 feet radially distant northerly from the Utah Valley University Pedestrian Bridge Right of Way Control Line opposite engineer station 4+32.84; and running thence S.23°14'44"E. 289.78 feet; thence S.03°05'10"W. 54.67 feet; thence S.16°05'43"W. 108.79 feet; thence S.26°41'30"E. 610.18 feet to the point of terminus.

The Grantor has the right to change the location of this easement provided that the Grantor procures equal or better access to the bridge easement in an agreement to vacate and relocate with Grantee and record at county recorder's office.

Continued on Page 3





Parcel No. 399:102:E

11/2/2018

Scale: 1 inch= 37 feet

File: 15138\_S-R399(269)\_04P\_102\_E\_DeedPlot.ndp

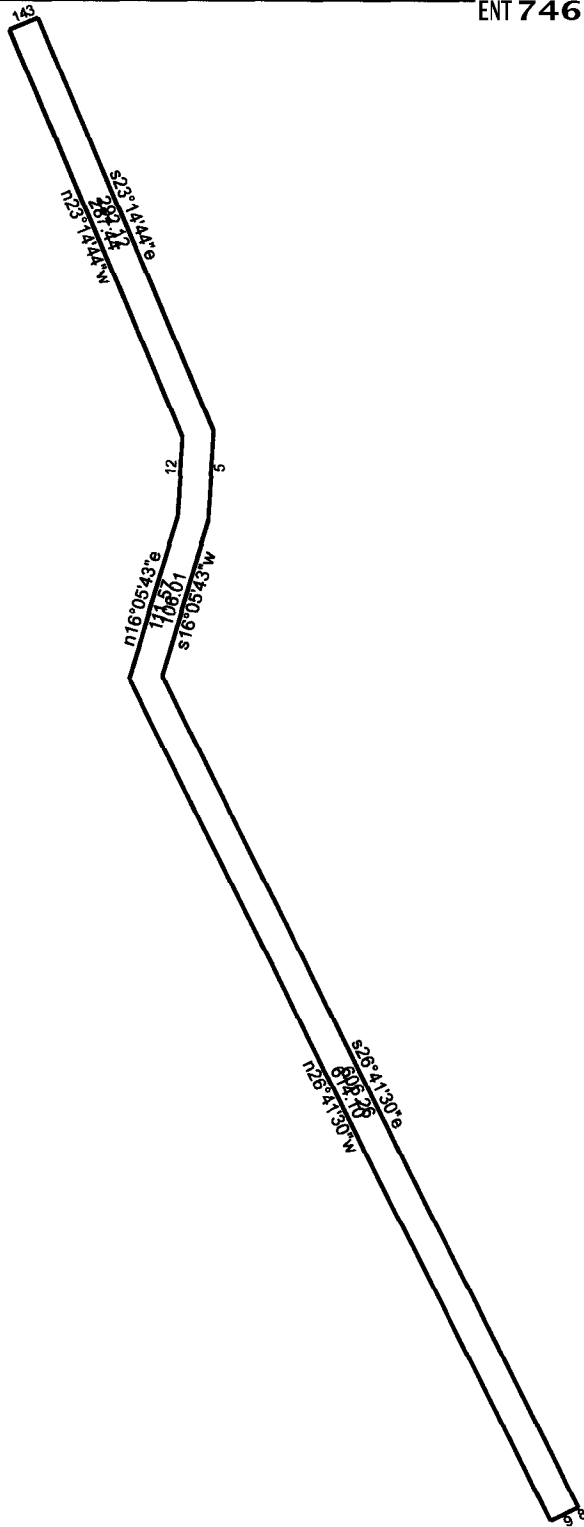
Tract 1: 0.2842 Acres (12380 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/162436), Perimeter=597 ft.

01 s32.5218e 51.90

02 Lt, r=2375.00, delta=006.0110, arc=249.52, chord=s69.4957w 249.40

03 n28.4917w 50.24

04 Rt, r=2425.00, delta=005.4815, arc=245.66, chord=n69.3629e 245.55



Parcel No. 399:102:2E

11/26/2018

Scale: 1 inch= 119 feet

File: 15138\_S-R399(269)\_04P\_102\_2E\_DeedPlot.ndp

Tract 1: 0.4883 Acres (21269 Sq. Feet), Closure: s01.2033e 0.01 ft. (1/344821), Perimeter=2167 ft.

01 /s00.4055e 308.42	11 n16.0543e 111.57
02 /s89.1905w 1058.22	12 n03.0510e 51.19
03 n66.4516e 10.00	13 n23.1444w 287.44
04 s23.1444e 292.12	14 n66.4516e 10.00
05 s03.0510w 58.15	
06 s16.0543w 106.01	
07 s26.4130e 606.26	
08 s63.1830w 10.00	
09 s63.1830w 10.00	
10 n26.4130w 614.10	



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Right of Way, Fourth Floor  
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**Easement**  
(LIMITED COMPANY)  
Utah County

Tax ID. No. 18:030:0051  
Pin No. 15138  
Project No. S-R399(269)  
Parcel No. 399:102:3E

BJBD, L.C., Grantor, a Limited Company of the State of Utah, 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 considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

**Temporary Construction Easement Parcel 102:3E**

A temporary easement, upon part of an entire tract of property, situate in the NE1/4 SW1/4 and the NW1/4 SE1/4 of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah to facilitate the construction of a pedestrian bridge, column structures and support foundations, and appurtenant parts thereof incident to Project No. S-R399(269).

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

Beginning in the existing southwesterly highway right of way and no-access line of Interstate 15 of Project No. MP-I15-6(178)245, which point is 3760.14 feet S.00°40'55"E. along the quarter section line and 235.24 feet N.89°19'05"E. from the North Quarter corner of said Section 21, said point is also 25.00 feet radially distant southerly from the Utah Valley University Pedestrian Bridge Right of Way Control Line opposite engineer station 6+05.96; and running thence S.32°52'18"E. 156.24 feet coincident with the southwesterly highway right of way line of Interstate 15 (Project No. MP-I15-6(178)245) to the beginning of a 2225.00 foot radius curve to the left; thence westerly along the arc of said curve concentric with control line 260.86 feet through a delta of 06°43'02" (Note: Chord to said curve bears S.70°34'24"W. for a distance of 260.70 feet) to the easterly right of way line of Union Pacific Railroad Company; thence N.28°59'41"W. 129.99 feet coincident with said easterly right of way line; thence

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N.28°49'17"W. 20.83 feet to the beginning of a 2375.00 foot radius curve to the right; thence easterly 249.52 feet through a delta 06°01'10" (Note: Chord to said curve bears N.69°49'57"E. 249.40 feet) to the point of beginning.

Also with the following,

Beginning at a point in the northeasterly right of way line of said Union Pacific Railroad Company at Mile Post 706.15 (Provo Sub), and Mile Post 757.72 (Provo Ind. Ld.), which point is 3799.03 feet S.00°40'55"E. along the quarter section line and 23.58 feet S.89°19'05"W. from the North Quarter Corner of said Section 21, said point is also 25.00 feet radially distant northwesterly from the Utah Valley University Pedestrian Bridge Right of Way Control Line opposite engineer station 3+48.93; and running thence N.28°49'17"W. 150.66 feet coincident with the northeasterly right of way line of Union Pacific Railroad Company to the beginning of a 2575.00 foot radius non-tangent curve to the right; thence northeasterly along the arc of said curve concentric with control line 59.05 feet through a delta of 01°18'50" (Note: Chord to said curve bears N.67°02'24"E. for a distance of 59.05 feet); to the westerly line of the perpetual access easement as described in Project No. S-R399(269) as Parcel 399:102:2E; thence along said perpetual easement the following three (3) courses and distances: (1) S.26°41'30"E. 150.51 feet to the beginning of a 2425.00 foot radius non-tangent curve to the right; (2) easterly along the arc of said curve concentric with control line 20.07 feet through a delta of 00°27'53" (Note: Chord to said curve bears N.68°14'05"E. for a distance of 20.07 feet); (3) N.26°41'30"W. 150.62 feet to the beginning of a 2575.00 foot radius non-tangent curve to the right; thence easterly along the arc of said curve concentric with control line 155.07 feet through a delta of 03°27'02" (Note: Chord to said curve bears N.69°52'08"E. for a distance of 155.05 feet); thence S.32°52'18"E. 155.23 feet coincident with the southwesterly highway right of way line of Interstate 15 (Project No. MP-I15-6(178)245) to the beginning of a 2425.00 foot radius non-tangent curve to the left; thence westerly along the arc of said curve concentric with control line 245.67 feet through a delta of 05°48'15" (Note: Chord to said curve bears S.69°36'29"W. for a distance of 245.55 feet) to the point of beginning.

The above described temporary easements contain 71,253 square feet in area or 1.636 acres.

(Note: Rotate the above description parcel 01°37'36" clockwise to equal record bearings)

This 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 years, whichever first occurs.

Continued on Page 3

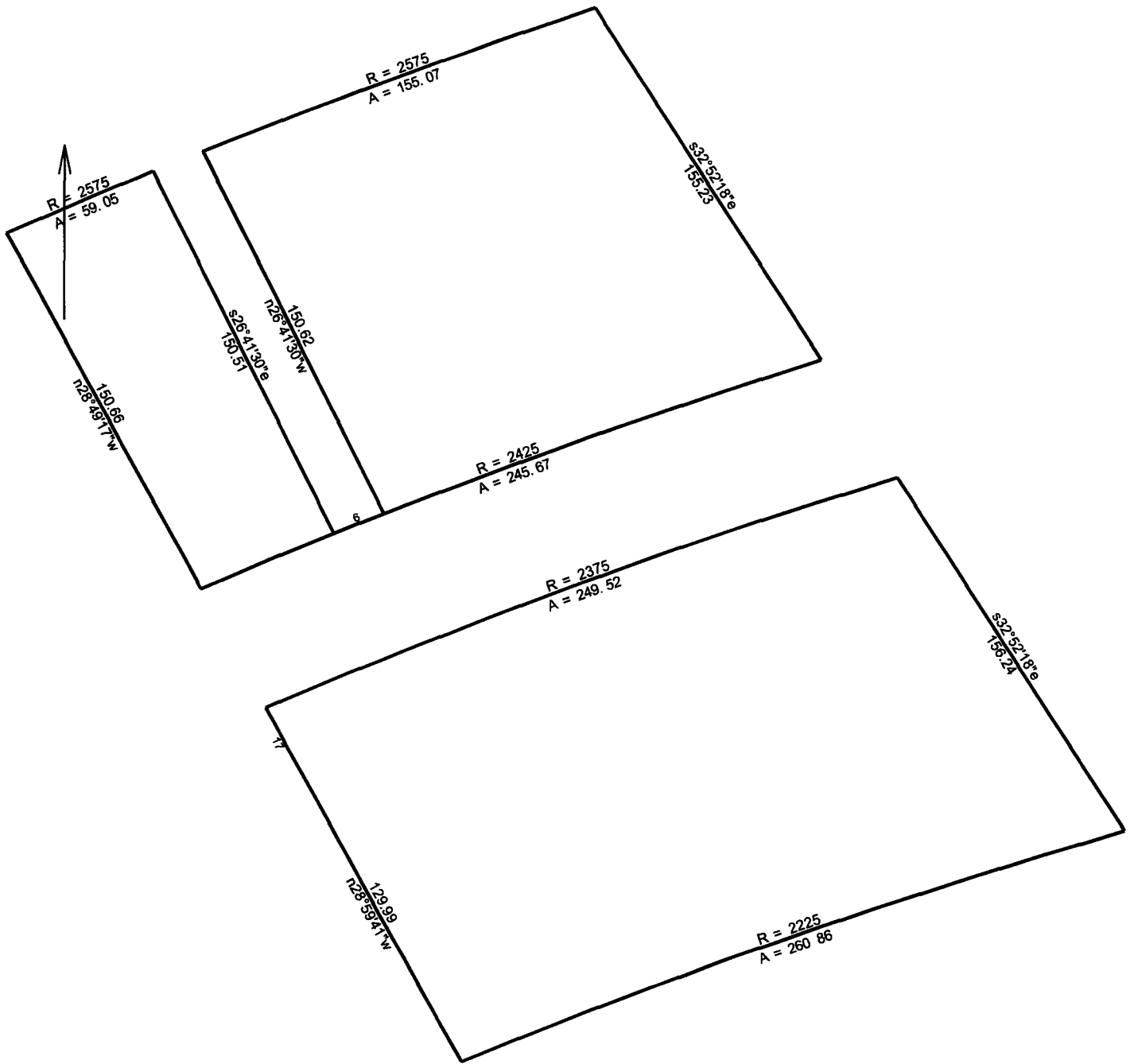
**IN WITNESS WHEREOF**, said \_\_\_\_\_ has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019.

STATE OF \_\_\_\_\_ )  
 ) ss. \_\_\_\_\_ BJBBD, L.C.  
 ) Limited Company  
COUNTY OF \_\_\_\_\_ ) By \_\_\_\_\_  
 ) Manager

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that he is the Manager of BJBBD, L.C., a Limited Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said \_\_\_\_\_ acknowledged to me that said company executed the same.

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

\_\_\_\_\_  
Notary Public



Parcel No. 399:102:3E

11/21/2018

Scale: 1 inch= 54 feet

File: 15138\_S-R399(269)\_04P\_102\_3E\_DeedPlot.ndp

Tract 1: 0.7570 Acres (32975 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/581778), Perimeter=1087 ft.  
 Tract 2: 0.8787 Acres (38278 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/202301), Perimeter=817 ft.

- |  |  |
|--|--|
| 01 /s00.4055e 3799.03  | 14 s32.5218e 156.24  |
| 02 /s89.1905w 23.58  | 15 Lt, r=2225.00, delta=006.4302, arc=260.86, chord=s70.3424w 260.70 |
| 03 n28.4917w 150.66  | 16 n28.5941w 129.99  |
| 04 Rt, r=2575.00, delta=001.1850, arc=59.05, chord=n67.0224e 59.05   | 17 n28.4917w 20.83   |
| 05 s26.4130e 150.51  | 18 Rt, r=2375.00, delta=006.0110, arc=249.52, chord=n69.4957e 249.40 |
| 06 Rt, r=2425.00, delta=000.2753, arc=20.07, chord=n68.1405e 20.07   |  |
| 07 n26.4130w 150.62  |  |
| 08 Rt, r=2575.00, delta=003.2702, arc=155.07, chord=n69.5208e 155.05 |  |
| 09 s32.5218e 155.23  |  |
| 10 Lt, r=2425.00, delta=005.4815, arc=245.67, chord=s69.3629w 245.55 |  |
| 11 @0  |  |
| 12 /s00.4055e 3760.14  |  |
| 13 /n89.1905e 235.24   |  |