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11/3/2020 9:01:00 AM \$40.00
Book - 11053 Pg - 1545-1549
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

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

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Attn:
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

Perpetual Utility Easement

Salt Lake County

Tax ID No. 27-01-251-052

27-01-251-053

PIN No. 15669

Project No. S-115-7(341)295

Parcel No. 115:256:E

For value received, Interim Capital, LLC, a Utah limited liability company ("Grantor"), hereby GRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, ("Grantee"), at 4501 South 2700 West, Salt Lake City, Utah 84114, its successors and assigns, a perpetual utility easement situate in the SW1/4 NE1/4 of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah described below; for the purpose of constructing and maintaining utilities and appurtenant parts including, but not limited to, electrical transmission, distribution and service lines, storm drains, sewer, telecommunications, natural gas, culinary and irrigation water facilities, and all necessary appurtenances thereto; and highway appurtenances including, but not limited to, ATMS fiber optic conduit, slopes, street and signal lighting facilities, directional and traffic information signs. A utility shall have the right to install, inspect, maintain, operate, repair, remove, replace or relocate utility facilities within the easement.

Beginning in the existing highway right of way and no-access line of said I-15 at a point 337.98 feet radially distant easterly from the right of way control line of Project No. S-115-7(341)295, opposite approximate Engineers Station 1252+32.58, which point is 361.59 feet N.00°16'30"E. along the section line and 399.81 feet East from the center of said Section 1; and running thence N.85°16'17"E. 52.82 feet to a point 390.44 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1252+26.76; thence S.04°43'43"E. 10.00 feet; to a point 389.28 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1252+17.46; thence S.85°16'17"W. 48.76 feet to said

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Limited Liability Company Rw-09II (12-01-03)

existing highway right of way and no-access line; thence N.26°52'22"W. 10.80 feet along said existing highway right of way and no-access line 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 easement contains 508 square feet in area or 0.012 acre.

Grantee has the right to access the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted. Grantee has the right (without payment) to keep the easement clear of all brush, trees, timber, structures, which endanger current or future facilities within the easement or impede the activities granted in this easement.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twenty (20) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the easement. Subject to the foregoing limitations, the surface of the easement may be used for agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted. The rights and obligations of the parties shall be binding upon and shall benefit their respective heirs, successors and assigns Grantor with the consent of the Utah Department of Transportation shall have the right to lessen but not to increase the vertical distance or grade of the cut and/or fill slopes.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, said Interim Capital, LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 2 day of November, A.D. 2020

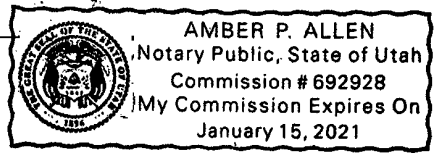
STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Interim Capital, LLC
Limited Liability Company
By [Signature]
Manager

On this, the 2 day of November, 2020 personally appeared before me Brock Lassig, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Interim Capital, LLC, a Utah limited liability company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public



IN WITNESS WHEREOF, said Interim Capital, LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 2 day of November, A.D. 2020

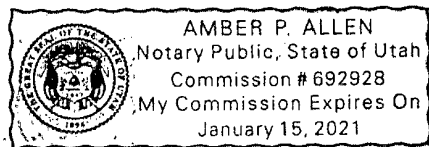
STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Interim Capital, LLC
Limited Liability Company
By [Signature]
Manager

On this, the 2 day of November, 2020, personally appeared before me Jonathan Hasebi, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Interim Capital, LLC, a Utah limited liability company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public



IN WITNESS WHEREOF, said Interim Capital, LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 2 day of November, A.D. 2020

STATE OF Utah)

) ss.

COUNTY OF Salt Lake)

Interim Capital, LLC
Limited Liability Company
By [Signature] Manager

On this, the 2 day of November, 2020, personally appeared before me Shan Lassig, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Interim Capital, LLC, a Utah limited liability company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public