

13124887
11/15/2019 9:20:00 AM \$40.00
Book - 10860 Pg - 3422-3440
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 19 P.

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420



Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: S-I15-7(341)295 Parcel No.(s): 256:E, 256D:E, 256B:2E, 256B:E, 256B:★

Pin No: 15669 Job/Proj No: 72712 Project Location: I-15 NB; Bangert Hwy to I-215
County of Property: SALT LAKE Tax ID / Sidwell No: 27-01-251-055, 27-01-251-054, 27-01-251-053, 27-01-251-052, 27-01-251-0
Property Address: 8935 South Harrison Street SANDY UT, 84070
Owner's Address: 9582 South Willow Trail Way, South Jordan, UT, 84095
Owner's Home Phone: Owner's Work Phone: (801)637-3409
Owner / Grantor (s): Interim Capital, LLC, a Utah limited liability company
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 Interim Capital, LLC, a Utah limited liability company ("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 \$118,200.00 (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

Project No: S-I15-7(341)295 Parcel No.(s): 256:E, 256D:E, 256B:2E, 256B:E, 256B: A

Pin No: 15669 Job/Proj No: 72712 Project Location: I-15 NB; Bangerter Hwy to I-215
County of Property: SALT LAKE Tax ID / Sidwell No: 27-01-251-055, 27-01-251-054, 27-01-251-052,27-01-251-0
Property Address: 8935 South Harrison Street SANDY UT, 84070
Owner's Address: 9582 South Willow Trail Way, South Jordan, UT, 84095
Owner's Home Phone: Owner's Work Phone: (801)637-3409
Owner / Grantor (s): Interim Capital, LLC, a Utah limited liability company
Grantee: Utah Department of Transportation (UDOT)/The Department

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:

ADDITIONAL TERMS:

The Department's contractor will pay for the relocation and reinstallation of the Rocky Mountain Power (RMP) distribution lines underground as shown on the attached Exhibit B. In exchange for the underground distribution line relocation and installation, the Property Owner agrees to donate, without any compensation, the perpetual easement area described as Parcel 256D:E in the attached easement document as part of Exhibit A. In addition, without any additional compensation, the Property Owner also agrees to allow the Department's contractor access to ½ acre of land (identified on Exhibit B as "Laydown Option B") on the subject property to use as a laydown yard from the execution date of this agreement to August 31, 2020.

To facilitate the underground power relocation, Parcel 256:E will be redesigned as depicted in Exhibit B. In addition, Parcel 256D:E will be changed to include language allowing underground power in the use description. Parcel 256B:2E will be deleted from the acquisition.

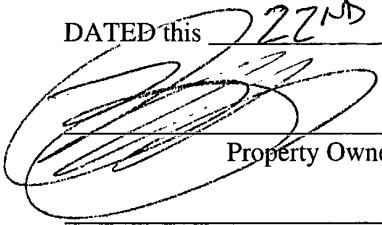
The Property Owner acknowledges UDOT has made an offer to the property owner to purchase UDOT Parcels 256:E, 256B:A, 256B:E and 256B:2E in the amount of \$118,200. After this agreement is executed, UDOT will proceed to redesign Parcel 256:E and delete Parcel 256B:2E. When the redesign/deletion is complete the Property Owner understands the revised or updated appraisal will reflect UDOT's Just Compensation and the offer will supersede UDOT's original offer.

[Signatures and Acknowledgments to Follow Immediately]

Project No: S-I15-7(341)295 Parcel No.(s): 256:E, 256D:E, 256B:2E, 256B:E, 256B:A
 Pin No: 15669 Job/Proj No: 72712 Project Location: I-15 NB; Bangerter Hwy to I-215
 County of Property: SALT LAKE Tax ID / Sidwell No: 27-01-251-055, 27-01-251-054, 27-01-251-053, 27-01-251-052, 27-01-251-0
 Property Address: 8935 South Harrison Street SANDY UT, 84070
 Owner's Address: 9582 South Willow Trail Way, South Jordan, UT, 84095
 Owner's Home Phone: Owner's Work Phone: (801)637-3409
 Owner / Grantor (s): Interim Capital, LLC, a Utah limited liability company
 Grantee: Utah Department of Transportation (UDOT)/The Department

SIGNATURE PAGE
 TO
 UTAH DEPARTMENT OF TRANSPORTATION
 RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 22ND day of OCTOBER, 2019



Property Owner

Property Owner

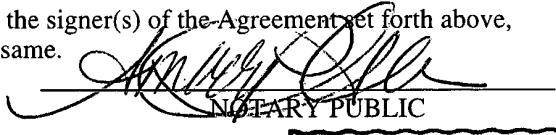
Property Owner

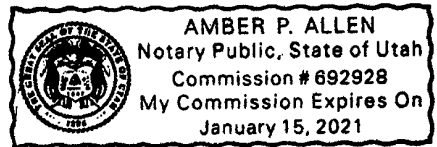
Property Owner

STATE OF UTAH
 County of Hatch Salt Lake

On the 22 day of October, 2019, personally appeared before me

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


 NOTARY PUBLIC



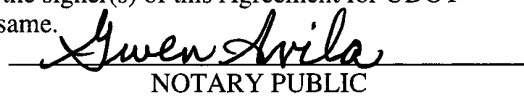
DATED this 5th day of November, 2019

Charles A. Stormont
 UDOT Director / ~~Deputy Director~~ of Right of Way

STATE OF UTAH
 County of Salt Lake

On the 5th day of November, 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.


 NOTARY PUBLIC

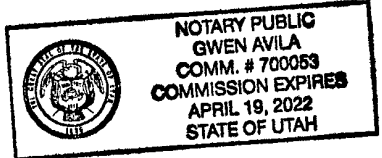


Exhibit A

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-I15-7(341)295

Parcel No. I15:256: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, two (2) perpetual utility easements 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 359.75 radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1251+59.79, which point is 290.02 feet N.00°16'30"E. along the section line and 436.42 feet East from the center of said Section 1; and running thence N.02°26'10"E. 71.64 feet; thence S.89°50'30"E. 12.01 feet to a point 388.28 radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1252+22.98, thence S.02°26'10"W. 93.49 feet to said existing highway right of way and no-access line; thence N.26°52'22"W. 24.51 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

Continued on Page 2
Limited Liability Company Rw-09II (12-01-03)

The above described easement contains 991 square feet in area or 0.023 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.

PIN No. 15669
Project No. S-I15-7(341)295
Parcel No. I15:256:E

IN WITNESS WHEREOF, said _____ Interim Capital, LLC, _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this __ day of _____, A.D. 20_____

STATE OF _____)
) ss. _____
COUNTY OF _____)
Interim Capital, LLC
Limited Liability Company

By _____
Manager

On this, the ____ day of _____, 20____, personally appeared before me _____, 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.

Notary Public

Exhibit A

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

Easement

(LIMITED LIABILITY COMPANY) Tax ID No. 27-01-251-055
Salt Lake County 27-01-251-054
PIN No. 15669
Project No. S-I15-7(341)295
Parcel No. 256D:E

Interim Capital, LLC, a Utah limited liability company, a Utah Limited Liability Company Grantor, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

A Perpetual easement upon part of an entire tract of property 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, for the purpose of constructing and maintaining a sanitary sewer line and a culinary water line and appurtenant parts thereof incident to the widening of I-15, known as Project No. S-I15-7(341)295. This easement shall run with the real property and shall be binding upon the Grantor, successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning in the existing easterly highway right of way and no-access line of said I-15 at a point 314.05 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1253+20.56; which point is 447.62 feet N.00°16'30"E. along the section line and 356.75 feet East from the center Quarter corner of said Section 1; and running thence N.26°14'50"W. 141.49 feet along said existing easterly highway right of way and no-access line to the point of tangency of a curve to the right with a radius of 175.00 feet; thence Northerly along said curve with an arc length of 115.77 feet, chord bears N.07°17'43"W. 113.67 feet to a point 295.41 feet radially distant easterly from the right of way control line of said Project, opposite Engineers Station 1255+58.93; thence S.24°44'22"E. 42.53 feet; thence S.13°30'05"E. 38.46 feet; thence S.01°59'52"E. 16.35 feet

Continued on Page 2
LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

to a point 299.09 feet radially distant easterly from the right of way control line of said Project, opposite Engineers Station 1254+67.42; thence S.20°16'43"E. 154.91 feet to a point 318.41 feet radially distant easterly from the right of way control line of said Project, opposite Engineers Station 1253+21.58; thence S.63°50'04"W. 4.49 feet 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 part of an entire tract contains 3758 square feet in area or 0.086 acre.

IN WITNESS WHEREOF, said Interim Capital, LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this __ day of _____, A.D. 20. _____

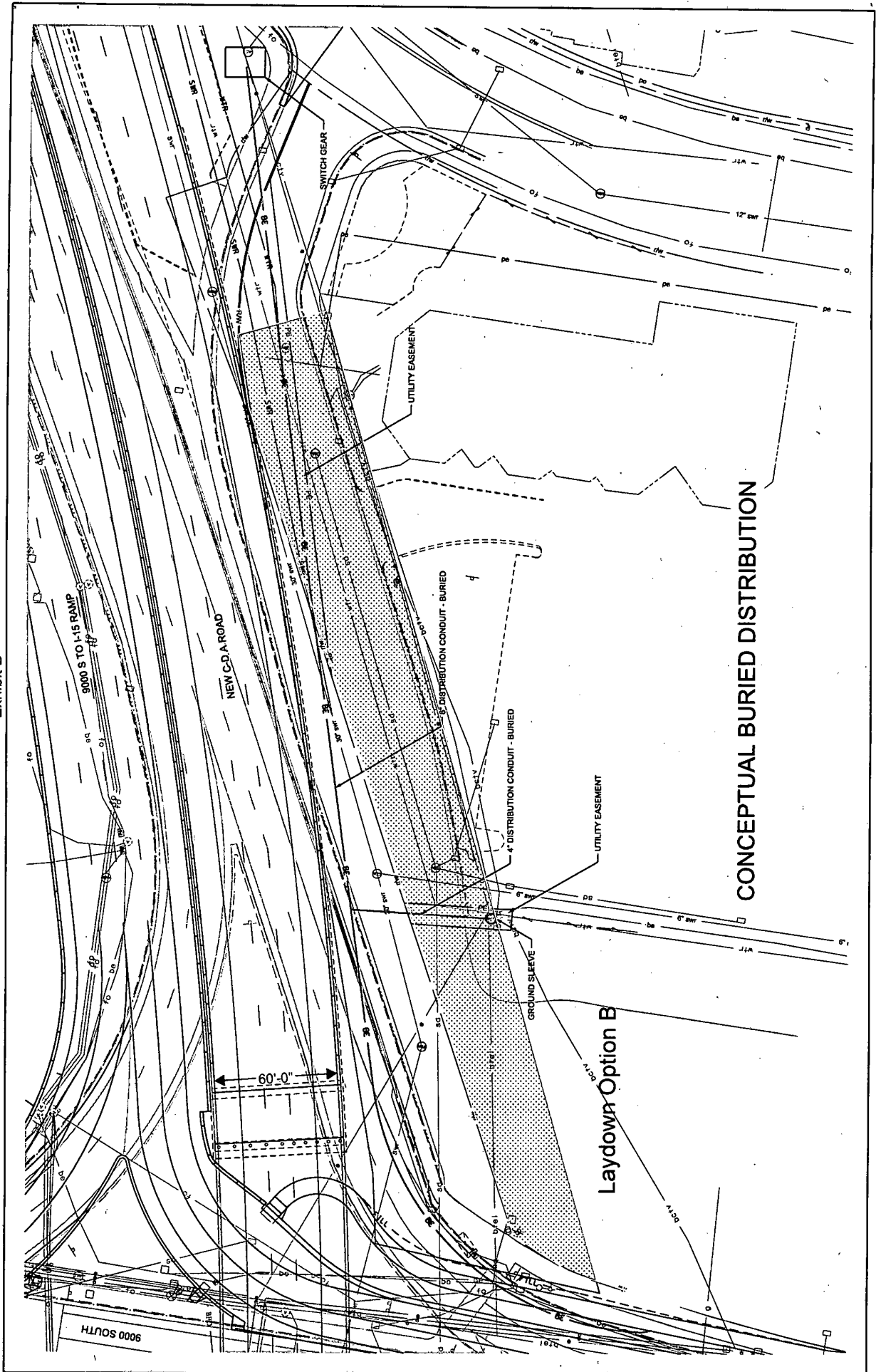
STATE OF _____) Interim Capital, LLC
) ss. Limited Liability Company
COUNTY OF _____)
By _____
Manager

On this, the ____ day of _____, 20____, personally appeared before me _____, 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.

Notary Public

Exhibit B



CONCEPTUAL BURIED DISTRIBUTION

Laydown Option B

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

Exhibit A

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. 27-01-251-055

27-01-251-054

27-01-251-016

PIN No. 15669

Project No. S-I15-7(341)295

Parcel No. I15:256B:2E

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, two (2) perpetual utility easements 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 at a point in the westerly boundary line of Lot 4, Ark Subdivision, recorded January 25, 1977 as Entry No. 2902042, in Book 77-1 at Page 20 in the Salt Lake County Recorder's Office, 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, at a point 316.50 feet radially distant easterly from the right of way control line said Project No., opposite approximate Engineers Station 1254+77.06, which point is 608.95 feet N.00°16'30"E. along the section line and 320.78 feet East from the center of said Section 1; and running thence N.46°28'26"W. 62.65 feet to the easterly highway right of way and no-access line of said project at the point of curvature of a non-tangent curve to the right with a radius of 175.00

Continued on Page 2
Limited Liability Company Rw-09II (12-01-03)

feet; thence Northerly along said curve with an arc length of 13.31 feet, chord bears N.02°14'16"E. 13.31 feet; thence to a point 286.88 feet radially distant easterly from the right of way control line said project, opposite approximate Engineers Station 1255+39.53; thence S.46°28'26"E. 50.82 feet to said westerly boundary line of Lot 4; thence along said westerly boundary line the following two (2) courses and distances: (1) S.00°29'36"W. (record S.00°13'06"W.) 4.60 feet (2) thence S.25°40'30"E. (record S.25°57'00"E.) 18.69 feet 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 549 square feet in area or 0.013 acre.

ALSO

Beginning at a point in the westerly boundary line of Lot 4, Ark Subdivision, recorded January 25, 1977 as Entry No. 2902042, in Book 77-1 at Page 20 in the Salt Lake County Recorder's Office, 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, at a point 320.12 feet radially distant easterly from the right of way control line said Project, opposite approximate Engineers Station 1254+60.67, which point is 593.03 feet N.00°16'30"E. along the section line and 328.52 feet East from the center of said Section 1; and running thence N.25°40'30"W. (record S.25°57'00"E.) 20.48 feet along said westerly boundary line of Lot 4 to the easterly line of the existing perpetual utility easement shown on said Ark Subdivision plat; thence N.00°29'36"E. (record S.00°13'06"W.) 29.48 feet along said existing utility easement to a point 323.36 feet radially distant easterly from the right of way control line said project, opposite approximate Engineers Station 1255+06.69; thence S.25°40'30"E. 46.94 feet; thence S.64°19'30"W. 13.00 feet 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 438 square feet in area or 0.010 acre.

Combined area of the above described easement is 987 square feet in area or 0.023 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 ___ day of _____, A.D. 20. _____

STATE OF _____) Interim Capital, LLC
) ss. Limited Liability Company
COUNTY OF _____)
By _____
Manager

On this, the ___ day of _____, 20____, personally appeared before me _____, 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.

Notary Public

Exhibit A

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

Easement

(LIMITED LIABILITY COMPANY) Tax ID No. 27-01-251-055
Salt Lake County 27-01-251-054
PIN No. 15669
Project No. S-115-7(341)295
Parcel No. 256B:E

Interim Capital, LLC, a Utah limited liability company, a Utah Limited Liability Company Grantor, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property 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, for the purpose of constructing and blending cut and/or fill slopes, and appurtenant parts thereof incident to the widening of I-15, known as Project No. S-115-7(341)295. The 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 (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the existing southerly right of way line of Harrison Street and the easterly highway right of way and no-access line of said project at a point 324.53 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1256+09.40, which point is 751.12 feet N.00°16'30"E along the Quarter Section line and 283.28 feet East and 10.56 feet S.62°19'35"E. from the Center Quarter corner of said Section 1; and running thence along said existing southerly right of way line of Harrison Street 15.36 feet Southeasterly along the arc of a curve to the left with a radius of 523.11 feet, chord bears S.63°44'47"E. 15.36

Continued on Page 2
LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

feet to a point 336.04 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1255+99.79, thence S.13°47'49"W. 50.81 feet to the point of tangency of a curve to the left with a radius of 160.00 feet; thence Southerly along said curve with an arc length of 81.38 feet, chord bears S.00°46'28"E. 80.51 feet; thence S.15°20'46"E. 94.58 feet; to the existing highway right of way and no-access line of said I-15 at a point 295.63 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1253+93.38; thence N.26°14'50"W. 62.62 feet to the highway right of way and no-access line of said project at the point of tangency of a curve to the right with a radius of 175.00 feet; thence Northerly along said curve with an arc length of 122.31 feet, chord bears N.06°13'30"W. 119.84 feet; thence N.13°47'49"E. 54.12 feet 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 part of an entire tract contains 2,890 square feet in area or 0.066 acre.

IN WITNESS WHEREOF, said Interim Capital, LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this __ day of _____, A.D. 20. _____

STATE OF _____) Interim Capital, LLC
) ss. Limited Liability Company
COUNTY OF _____)

By _____
Manager

On this, the ____ day of _____, 20____, personally appeared before me _____, 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.

Notary Public

Exhibit A

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

Warranty Deed
(CONTROLLED ACCESS)
(LIMITED LIABILITY COMPANY) Tax ID No. 27-01-251-055
Salt Lake County 27-01-251-054
PIN No. 15669
Project No. S-I15-7(341)295
Parcel No. 256B:A

Interim Capital, LLC, a Utah limited liability company, a Utah Limited Liability Company Grantor, hereby CONVEYS AND WARRANTS 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 Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 NE1/4 of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, incident to the widening of I-15, known as Project No S-I15-7(341)295. The boundaries of said parcel of land are described as follows:

Beginning in the existing southerly right of way line of Harrison Street at the northwest corner of said entire tract, which point is 751.12 feet N.00°16'30"E along the Quarter Section line and 283.28 feet East from the Center Quarter corner of said Section 1; and running thence along said existing southerly right of way line of Harrison Street 10.56 feet Southeasterly along the arc of a curve to the left with a radius of 523.11 feet, chord bears S.62°19'35"E. 10.56 feet to a point 324.53 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1256+09.40, thence S.13°47'49"W. 54.12 feet to the point of tangency of a curve to the left with a radius of 175.00 feet at a point 298.43 feet radially distant easterly from the right of way control line of said Project, opposite Engineers Station 1255+64.44; thence Southerly along said curve with an arc length of 122.31 feet, chord bears S.06°13'30"E. 119.83 feet to the existing highway right of way and no-access line of said I-15 at a point 281.70 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1254+51.50; thence along said existing highway right of way and

Continued on Page 2
LIMITED LIABILITY COMPANY RW-04LL (12-01-03)

no-access line the following two (2) courses and distances: (1) N.26°14'50"W. 4.20 feet; (2) thence N.29°40'51"W. 118.65 feet to the northerly boundary line of said entire tract; thence N.63°07'14"E. 31.29 feet to the point of curvature of a non-tangent curve to the right with a radius of 29.96 feet; thence Northerly along said curve with an arc length of 15.39 feet, chord bears N.11°39'42"E. 15.22 feet; thence N.26°22'42"E. 45.42 feet 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 parcel of land tract contains 3,161 square feet in area or 0.073 acre.

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, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation 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.

IN WITNESS WHEREOF, said Interim Capital, LLC, has caused this instrument to be executed by its proper officers thereunto duly authorized, this __ day of _____, A.D. 20. _____

STATE OF _____) Interim Capital, LLC
) ss. Limited Liability Company
COUNTY OF _____)
By _____
Manager

On this, the ____ day of _____, 20____, personally appeared before me _____, 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.

Notary Public