

13395412
9/16/2020 2:07:00 PM \$40.00
Book - 11020 Pg - 424-429
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED MAIL TO:

Craig K. Poulton
BAM 4074, LLC
3785 S. 700 E.
Salt Lake City, Utah 84106
131978-CAF

Tax Parcel Nos. 16-35-481-008
16-35-481-011

SPECIAL WARRANTY DEED

1010 Sterling, LLC, a Utah limited liability company, the “Trustor” under that certain Trust Deed dated March 1, 2019, executed by Trustor and recorded on March 1, 2019 in Salt Lake County, Utah, as Entry No. 12942824, and modified by a Modification of Trust Deed dated March 13, 2020, executed by Trustor and recorded on March 16, 2020 as Entry No. 13217470, securing the obligations of 1010 Sterling, LLC formerly to Poulton Holding Co., a Utah corporation, and, by transfer and assignment, presently to **BAM 4074, LLC**, a Utah limited liability company (the “Beneficiary”), and covering the real property hereinafter described (the “Trust Deed”), hereby grants, transfers, conveys and warrants (against any claiming by through or under the said Trustor) to **BAM 4074, LLC**, grantee, (“Grantee”), the described tract of land situated in Salt Lake County, State of Utah described on the attached Exhibit A (the “Property”).

This Special Warranty Deed (the “Deed”) is granted in consideration of the following:

A. Default and Right to Foreclose. 1010 Sterling, LLC is in default of the obligations secured by the Trust Deed (the “Obligations”) and the Grantee is the beneficiary under the Trust Deed and the Beneficiary is entitled to proceed with the exercise of various rights and remedies associated with the indebtedness and obligations secured by the Trust Deed, including but not limited to the right to foreclosure (judicial or non-judicial) under the Trust Deed.

B. Deed in Lieu. The Trustor agrees and by this transfer and conveyance implements such agreement, that this Deed, transfer and conveyance of the Property to the Grantee shall be and is in lieu of the necessity to proceed under the Trust Deed in foreclosure to obtain access or rights to the Property. Further, this grant, transfer and conveyance is provided to the Grantee in exchange for the agreement of the Beneficiary to look solely to the Property and rights in the Property granted hereby or pursuant to the Trust Deed for satisfaction of the Obligations and, except as provided hereinafter with respect to the foreclosure of the Trust Deed, to undertake no other actions or proceedings against the Trustor with respect to the collection or payment of the Obligations.

C. Preservation of Separate Estates – No Merger. The Trustor intends and the Beneficiary, by its acceptance of this Deed, manifests the express and written intent, that the succession to title to the Property effectuated hereby shall not result in a merger of the estate of the Beneficiary in the Property, as beneficiary under the Trust Deed, with the estate granted hereby. It is the intent and agreement of the Trustor and the Beneficiary that the Trust Deed shall continue in force and effect hereafter and that the estate of the Beneficiary as beneficiary of the Trust Deed shall continue to encumber title to the Property and shall simultaneously exist and subsist with the title granted hereunder. In this regard, in the event that the Beneficiary shall ever proceed to exercise the rights of foreclosure (judicial or non-judicial), notwithstanding the provisions hereof, the Beneficiary is entitled to full recourse to the Property under the Trust Deed and may, in connection with any such recourse, name the Trustor in any foreclosure action or proceeding and the Trustor shall cooperate fully in connection with any such foreclosure proceeding (including, but not limited to the consent and stipulation to the entry of judgment and decree of foreclosure) to effectuate such recourse to the Property.

[Signatures to follow on next page]

DATED this 16th day of September, 2020.

1010 STERLING, LLC,
a Utah limited liability company

By: 
Scott R. Turville, Manager

BAM 4074, LLC,
a Utah limited liability company

By: 
Craig K. Poulton, Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 16th day of September, 2020, personally appeared before me SCOTT R. TURVILLE, who being by me duly sworn did say that he is the Manager of 1010 STERLING, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of 1010 STERLING, LLC, and said SCOTT R. TURVILLE duly acknowledged to me that said limited liability company executed the same.

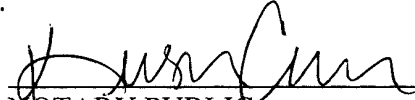


NOTARY PUBLIC



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 16th day of September, 2020, personally appeared before me CRAIG K. POULTON, who being by me duly sworn did say that he is the Manager of BAM 4074, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of BAM 4074, LLC, and said CRAIG K. POULTON duly acknowledged to me that said limited liability company executed the same.



NOTARY PUBLIC



**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

A tract of land situate in the Southeast quarter of the Southeast quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said tract of land is described as follows:

Beginning at the intersection of the Westerly right of way line of Wasatch Boulevard and the North line of said Southeast quarter of the Southeast quarter, which point is 50 feet West from the Northeast corner of said Southeast quarter of the Southeast quarter; thence West 230.00 feet; thence along a line which is parallel with and 230.00 feet perpendicularly distant Westerly from said Westerly right of way line of Wasatch Boulevard the following two courses and distances: (1) South $00^{\circ}13'44''$ West 575.73 feet to a point of tangency with a 1629.86 foot radius curve to the right; thence (2) Southerly 297.50 feet along the arc of said curve (Note: chord to said curve bears South $05^{\circ}38'22''$ West for a distance of 297.08 feet) to the point of a 150.00 foot radius, non-tangent curve to the left; thence Easterly 153.45 feet along the arc of said curve (Note: chord to said curve bears South $60^{\circ}41'38''$ East for a distance of 146.84 feet); thence East 92.12 feet, to the said Westerly right of way line of Wasatch Boulevard; thence Northerly 368.55 feet along said Westerly right of way line and the arc of a 1859.86 foot, non-tangent curve to the left (Note: center of said curve bears North $78^{\circ}14'09''$ West and the chord to said curve bears North $06^{\circ}05'15''$ East for a distance of 367.95 feet); thence North $00^{\circ}13'44''$ East 577.37 feet to the point of beginning.

PARCEL 2:

An entire tract of property situate in the Northeast quarter of the Southeast quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said tract of land is described as follows:

Beginning at the intersection of the Westerly right of way line of Wasatch Boulevard and the South line of said Northeast quarter of the Southeast quarter, which point is 50 feet West from the Southeast corner of said Northeast quarter of the Southeast quarter and running thence West 230.00 feet; thence North $00^{\circ}13'44''$ East 80.00 feet along a line which is parallel with and 230.00 feet perpendicularly distant Westerly from said Westerly right of way line of Wasatch Boulevard to the Southerly non-access (N/A) line of the Interstate 215 (I-215) on ramp; thence East 100.16 feet along said N/A line; thence North $72^{\circ}53'50''$ East 136.02 feet along said N/A line to the said Westerly right of way line of Wasatch Boulevard; thence South $00^{\circ}13'44''$ West 120.00 feet to the point of beginning.

Tax Id No.: 16-35-481-008 and 16-35-481-011

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

14042094 B: 11385 P: 3803 Total Pages: 5
11/14/2022 04:14 PM By: tball Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Quit Claim Deed (CONTROLLED ACCESS)

Salt Lake County

Tax ID No. 16-35-481-010

PIN 990415

Project No. I-415-9(4)297

Reference Project No. IR-215-9(83)4

Parcel No. 215-9:311:TA2Q

163776 MCD

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to BAM 4074, LLC, Grantee, at 3785 South 700 East, County of Salt Lake, State of Utah, 84106, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of property situate in the NE1/4 SE1/4 of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the southeast corner of said tract at a point which is 280.00 feet West from the southeast corner of the NE1/4 SE1/4 of said Section 35; and running thence West 18.00 feet along said southerly boundary line; thence N. 00°13'44" E. 80.00 feet to the northerly boundary line of said tract; thence East 18.00 feet to the northeast corner of said tract; thence S. 00°13'44" W. 80.00 feet along the easterly boundary line of said tract to the point of beginning. The above described tract of land contains 1,440 square feet or 0.033 acre.

SUBJECT TO AND TOGETHER WITH an Access and Use Agreement entered into between the Grantor and 1010 Sterling, LLC as recorded on 12 February 2016 as

Entry No. 12221774, in Book 10402, Pages 7382-7387 on file in the office of the Salt Lake County Recorder. The above agreement "shall be binding upon and inure to the benefit of the successors and assigns of the Parties".

SUBJECT TO AND TOGETHER WITH a Right of Way Agreement entered into between the Grantor and The Metropolitan Water District of Salt Lake and Sandy (MWDSL) as recorded on 16 March 2011, as Entry No. 11150701, in Book 9911, Pages 7315-7319, on file in the office of the Salt Lake County Recorder.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on this tract.

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above tract of land is granted without access to or from the adjoining Interstate 215 over and across the northerly boundary line.

Continued on Page 3

RESERVING TO THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS the following Perpetual Easement:

Parcel 311:TE

A perpetual easement for the purpose of maintaining, repairing and replacing thereon an underground distribution electrical power line and appurtenant parts thereof. Together with the necessary access over and across the above described tract of land necessary for said maintenance, which access shall be to or from the existing Wasatch Boulevard. The said perpetual easement shall be 10 feet wide, being 5 feet on each side of the following described line:

Beginning at a point in the southerly boundary line of the above described tract of land, which point is 291.74 feet West from the southeast corner of the NE1/4 SE1/4 of said Section 35; and running thence N. 00°13'44" E. 80.00 feet to the northerly boundary line of said entire tract, the sidelines of said perpetual easement to be extended or shortened to terminate at the boundary lines of said entire tract.

Continued on Page 4

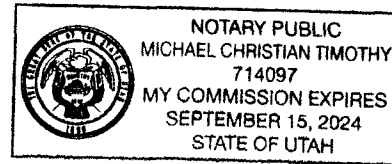
STATE OF Utah) UTAH DEPARTMENT OF TRANSPORTATION

) ss.

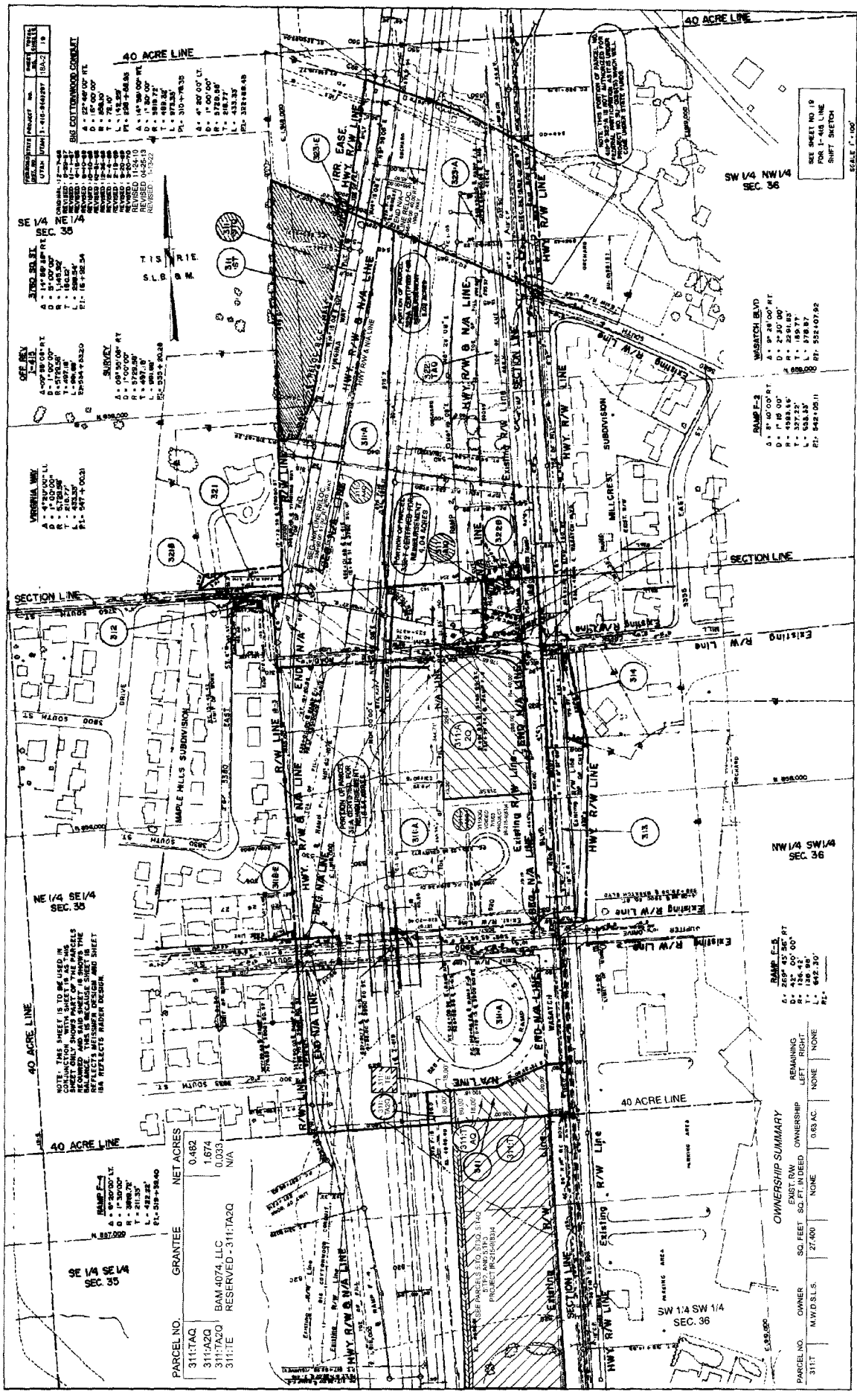
COUNTY OF Salt Lake) By Charles A. Stormont
Charles A. Stormont, Director of Right-of-Way

On this 18th day of October, in the year 2022, before me personally appeared Charles A. Stormont, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right-of-Way of the Utah Department of Transportation.

[Signature]
Notary Public



PARCEL NO.	GRANTEE	NET AC.	ENTRY	BK/PG
215-9-5:TAQ		6.007	2246773	2661/376
311:STO BOARD OF EDUCATION 311:AAQ R/W & N/A LINE RELOCATION		1.71 0.00		



SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

EMPIRE MILLS SUBDIVISION

SE 1/4 NE 1/4
SEC 36

SW 1/4 NW 1/4
SEC 36

WASATCH BLVD

RAMP F-3

WASATCH BLVD

WASATCH BLVD

RAMP F-3

WASATCH BLVD

OWNERSHIP SUMMARY

PARCEL NO.	OWNER	SG. FEET	SO. FT. IN DEED	REMAINING	LEFT	RIGHT	NONE	NONE	NONE	0.83 AC.	0.83 AC.
311T	M.W.D. S.L.S.	27,000	NONE	NONE	NONE	NONE	NONE	NONE	NONE	0.83 AC.	0.83 AC.

NET ACRES

PARCEL NO.	GRANTEE	NET ACRES
311:TAQ		0.482
311:AAQ	BAM 4074, LLC	1.674
311:TAQ	RESERVED - 311:TAQ	0.033
311:TE		N/A

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

14042095 B: 11385 P: 3808 Total Pages: 5
11/14/2022 04:14 PM By: tball Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Quit Claim Deed

Salt Lake County

Tax ID No. 16-35-481-007

PIN 990200

Project No. IR-215-9(83)4

Parcel No. 215-9:5:T3Q

163776-MUP

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to BAM 4074, LLC, Grantee, at 3785 South 700 East, County of Salt Lake, State of Utah, 84106, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of property situate in the SE1/4 SE1/4 of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said tract of land is described as follows:

Beginning in the northerly line of said SE1/4 SE1/4 at a point which is 280.00 feet West from the northeast corner of said SE1/4 SE1/4; and running thence S.00°13'44"W. 575.73 feet; thence southerly 297.50 feet along the arc of a 1,629.86-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.05°38'22"W. for a distance of 297.08 feet, central angle = 10°27'29"); thence N.02°10'03"E. 295.95 feet; thence N.00°13'44"E. 575.63 feet to said northerly line of said SE1/4 SE1/4; thence East 18.00 feet along said northerly line to the point of beginning. The above described tract of land contains 14,368 sq. ft. or 0.330 acre.

SUBJECT TO AND TOGETHER WITH an Access and Use Agreement entered into between the Grantor and 1010 Sterling, LLC as recorded on 12 February 2016 as Entry No. 12221774, in Book 10402, Pages 7382-7387 on file in the office of the Salt Lake County Recorder. The above agreement “shall be binding upon and inure to the benefit of the successors and assigns of the Parties”.

SUBJECT TO AND TOGETHER WITH a Right of Way Agreement entered into between the Grantor and The Metropolitan Water District of Salt Lake and Sandy (MWDSL) as recorded on 16 March 2011, as Entry No. 11150701, in Book 9911, Pages 7315-7319, on file in the office of the Salt Lake County Recorder.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on this tract.

Continued on Page 3

RESERVING TO THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS the following Perpetual Easement:

Parcel 5:T2E

A perpetual easement for the purpose of maintaining, repairing and replacing thereon an underground distribution electrical power line and appurtenant parts thereof. Together with the necessary access over and across the above described tract of land necessary for said maintenance, which access shall be to or from the existing Wasatch Boulevard. The said perpetual easement shall be 10 feet wide, being 5 feet on each side of the following described line:

Beginning at a point in the northerly boundary line of the above described tract of land, which point is 291.74 feet West from the northeast corner of said SE1/4 SE1/4; and running thence S.00°13'44"W. 576.46 feet; thence S.02°01'25"W. 245.05 feet to the southerly boundary line of the above described tract, the sidelines of said perpetual easement to be extended or shortened to terminate at the boundary lines of said entire tract.

Continued on Page 4

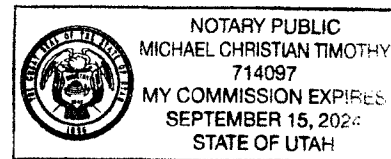
STATE OF Utah) UTAH DEPARTMENT OF TRANSPORTATION

) ss.

COUNTY OF Salt Lake) By Charles A. Stormont
Charles A. Stormont, Director of Right-of-Way

On this 10th day of October, in the year 2022, before me personally appeared Charles A. Stormont, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right-of-Way of the Utah Department of Transportation.

[Signature]
Notary Public





REV.	DATE	DESCRIPTION	BY	CHKD.
1	11/28/10	ISSUE FOR PERMITS
2	02/03/16	REVISED
3	02/11/16	REVISED
4	03/24/16	REVISED

40 ACRE LINE

SURVEY L-415
 RIGHT LANE
 A: 4' 33' 24" LT
 B: 1' 29' 27" RT
 C: 1' 29' 27" RT
 D: 1' 29' 27" RT
 E: 1' 29' 27" RT
 F: 1' 29' 27" RT
 G: 1' 29' 27" RT
 H: 1' 29' 27" RT
 I: 1' 29' 27" RT
 J: 1' 29' 27" RT
 K: 1' 29' 27" RT
 L: 1' 29' 27" RT
 P.I.: 498+77.88

LEFT LANE
 A: 4' 33' 24" LT
 B: 1' 29' 27" RT
 C: 1' 29' 27" RT
 D: 1' 29' 27" RT
 E: 1' 29' 27" RT
 F: 1' 29' 27" RT
 G: 1' 29' 27" RT
 H: 1' 29' 27" RT
 I: 1' 29' 27" RT
 J: 1' 29' 27" RT
 K: 1' 29' 27" RT
 L: 1' 29' 27" RT
 P.I.: 498+77.88

PARCEL NO.	GRANTEE	NET ACRES
5:SAQ	Metropolitan Water District of Salt Lake and Sandy	0.63
5:10	Yorktown Land LLC	4.922
5:11	BOAVALA LEPIC LLC	4.342
5:12	RESERVED UNDER S:10	N/A
5:13	RESERVED UNDER S:10	N/A
5:14	RESERVED UNDER S:10	N/A
5:15	RESERVED UNDER S:10	N/A
5:16	RESERVED UNDER S:10	N/A

SCALE: 1" = 100'

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

14042096 B: 11385 P: 3813 Total Pages: 5
11/14/2022 04:14 PM By: tball Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Quit Claim Deed

Salt Lake County

Tax ID No. 16-35-481-007

16-35-481-009

PIN 990200

Project No. IR-215-9(83)4

Parcel No. 215-9:5:T4Q

163776-MCP

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to BAM 4074, LLC, Grantee, at 3785 South 700 East, County of Salt Lake, State of Utah, 84106, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of property situate in the SE1/4 SE1/4 of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said tract of land is described as follows:

Beginning at a point which is 280.00 feet West, and 575.73 feet S.00°13'44"W., and southerly 297.50 feet along an arc of a 1,629.86-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.05°38'22"W. for a distance of 297.08 feet, central angle = 10°27'29") from the northeast corner of said SE1/4 SE1/4; and running thence southeasterly 153.44 feet along an arc of a 150.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.60°41'38"E. for a distance of 146.84 feet, central angle = 58°36'40"); thence N.89°38'15"E. 69.24 feet; thence southerly 60.96 feet along the arc of a 1,847.86-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.14°02'03"W. for a distance of 60.96 feet, central angle = 01°53'24"); thence West 187.45 feet; thence N.02°10'03"E. 130.67 feet to the point of beginning. The above described tract of land contains 14,188 sq. ft. or 0.326 acre.

SUBJECT TO AND TOGETHER WITH an Access and Use Agreement entered into between the Grantor and 1010 Sterling, LLC as recorded on 12 February 2016 as Entry No. 12221774, in Book 10402, Pages 7382-7387 on file in the office of the Salt Lake County Recorder. The above agreement "shall be binding upon and inure to the benefit of the successors and assigns of the Parties".

SUBJECT TO AND TOGETHER WITH a Right of Way Agreement entered into between the Grantor and The Metropolitan Water District of Salt Lake and Sandy (MWDSLS) as recorded on 16 March 2011, as Entry No. 11150701, in Book 9911, Pages 7315-7319, on file in the office of the Salt Lake County Recorder.

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The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on this tract.

Continued on Page 3

RESERVING TO THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS the following Perpetual Easement:

Parcel 5:T3E

A Perpetual Easement for the purpose of maintaining, repairing and replacing thereon an underground distribution electrical power line and appurtenant parts thereof. Together with the necessary access over and across the above described tract of land necessary for said maintenance, which access shall be to or from the existing Wasatch Boulevard. The said perpetual easement shall be 10 feet wide, being 5 feet on each side of the following described line:

Beginning at a point in the northerly boundary line of the above described tract of land, which point is 291.74 feet West, and 576.46 feet S.00°13'44"W., and 245.05 feet S.02°01'25"W. from the northeast corner of said SE1/4 SE1/4; and running thence thence S.02°01'25"W. 120.46 feet to the southerly boundary line of the above described tract, the sidelines of said perpetual easement to be extended or shortened to terminate at the boundary lines of said entire tract.

RESERVING TO THE GRANTOR the following Temporary Easement:

Parcel 5:T4E

A Temporary Easement for the continued operation and maintenance of an existing temporary Interstate 215 on-ramp incident to current reconstruction of said Interstate 215. This easement shall commence upon the execution of this document and shall continue only until Interstate 215 reconstruction is complete and the existing temporary on-ramp is no longer in use, or for three (3) years, whichever first occurs. This 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 or the existing temporary Interstate on-ramp facility.

This easement is over and upon the entirety of the above described tract of property (Parcel 5:T4Q).

Continued on Page 4

STATE OF Utah) UTAH DEPARTMENT OF TRANSPORTATION

) ss.

COUNTY OF Salt Lake) By Charles A. Stormont
Charles A. Stormont, Director of Right-of-Way

On this 18th day of October, in the year 2022, before me personally appeared Charles A. Stormont, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right-of-Way of the Utah Department of Transportation.

[Signature]
Notary Public

