

12 .

Return to:
Rocky Mountain Power
Lisa Louder/Landon Lucero /*BY*
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

13352649
08/06/2020 01:28 PM \$40.00
Book - 10994 Pg - 63-74
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: TCA, DEPUTY - WI 12 P.

Space above for Recorder's Use Only

RIGHT OF WAY EASEMENT

For value received, Phase 1 GLC 2, LLC, a Utah limited liability company, with its principal office located at 166 East 14000 South, Suite 210, Draper, UT 84020 (“Grantor”) for good and valuable consideration, hereby grants and conveys to Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns (“Grantee”), a non-exclusive easement above, over, through, and across that certain real property located in Salt Lake County, State of Utah more particularly described in Exhibit A attached hereto and incorporated herein (“Easement Property”), to construct, install and place electric power lines and any necessary facilities related thereto, including, without limitation, supporting poles, props, guys and anchors, cables, and other conductors and conduits, pads, transformers, switches, vaults, and cabinets (collectively, the “Power Facilities”), and thereafter reconstruct, maintain, operate, repair, inspect, alter, remove, replace, and protect the same, and for no other use or purpose.

TOGETHER WITH:, the reasonable right of access to the Easement Property across the lands of Grantor (“Grantor’s Property”) provided that Grantee shall use any existing roads or paved surfaces on Grantor’s Property to the extent possible and shall use good faith efforts to minimize any disturbance or damage to the Grantor’s Property to the fullest extent possible; and the present and future right, at Grantee’s sole cost and expense, to trim and remove (to the extent necessary) any brush, trees, timber, and other hazards that violate the National Electric Safety Code or any other promulgated and applicable safety or fire codes and that might endanger the conductors and Power Facilities.

SUBJECT TO: (1) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the easement area might show.

TO HAVE AND TO HOLD the same unto the said Grantee so long as the Power Facilities shall be maintained and operated on the Easement Property.

GRANTEE’S RIGHT to use the Easement Property shall be subject to the following conditions, which upon the recordation of this instrument or use of the easement granted herein shall be deemed to have been agreed and accepted by Grantee:

1. Grantee shall properly design, install, construct, maintain, and repair the Power Facilities located on the Easement Property pursuant to the National Electrical Safety Code.

2. The conductors and any other wires or lines located on any power poles shall provide a minimum of twelve (12) feet of clearance from existing grade.

3. The location of any poles, vaults, pads, cabinets, on-ground transformers, anchors and guy wires, or any other on-ground facility shall be determined by Grantee in consultation with Grantor; provided, however, Grantee shall align, place and install any poles and associated equipment and facilities in a manner that will reasonably minimize any detrimental effect on the use, enjoyment and development of the Grantor's Property by Grantor. Grantee shall provide Grantor with plans and specifications showing the proposed location of any poles or other improvements or facilities a reasonable time in advance. The plans submitted to Grantor will incorporate, to the extent known at the time the plans and specifications are submitted to Grantor, the placement of any roads, landscaping, fences, signs, and other improvements within the Easement Property. The parties will use good faith efforts to mutually agree upon the location and placement of any Power Facilities on the Easement Property.

4. Grantee shall repair any portion of the Easement Property or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's Parties and shall otherwise restore the surface condition to the same condition that it was in prior to such work by Grantee or Grantee's Parties.

5. Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's adjacent property.

6. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This document shall be governed by the laws of the State of Utah without regard to conflicts of law provisions. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah. 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.

INDEMNIFICATION Each Party specifically and expressly agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of the acts, errors or omissions of the indemnifying party, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of that party's obligations under this agreement or in any way related to this agreement.

GRANTOR EXPRESSLY RESERVES the right to relocate the Easement Property and the Power Facilities with Grantee's consent, which consent shall not be unreasonable withheld, conditioned, or delayed. If Grantor elects to relocate the Easement Property and the Power Facilities, Grantor shall notify Grantee and the parties agree to execute an amended and restated easement containing the same terms as set forth herein that will supplement this easement. If Grantor elects to relocate the Power Facilities, Grantor will pay the costs associated with the relocation of the Power Facilities. Grantor hereby reserves the right to use the Easement

Property for any use not inconsistent with Grantee's permitted use of the Easement Property so long as such use does not hinder, conflict, or interfere with Grantee's use of the Easement Property; provided however, Grantee shall be reasonable and avoid objecting to minor annoyances or inconveniences. Subject to the forgoing, Grantor reserves the right: (1) for pedestrian and vehicular ingress to and egress from the Grantor's Property through the Easement Property; (2) for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways; (3) to grant other non-exclusive easements, licenses and rights within or on the Easement Property to other parties; provided, however, Grantor agrees, at a minimum, not to construct any permanent building or structures within the Easement Property or to place any trees or light standards at a distance from the conductors that would violate the National Electric Safety Code or any other promulgated and applicable safety or fire codes.

THE EASEMENT GRANTED HEREIN shall be for the use and benefit of the Grantee and Grantee's Parties and shall not be assigned in part nor any rights arising hereunder granted to any other party. This instrument shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN TESTIMONY WHEREOF, Grantor and Grantee have caused this Right of Way Easement to be executed as of the 4th day of Aug, 2020.

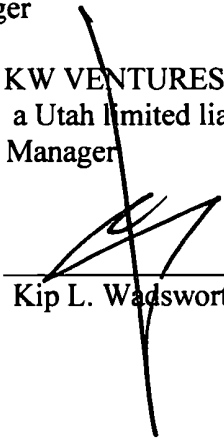
GRANTOR:

PHASE 1 GLC 2, LLC,
a Utah limited liability company

By: NWQ GP, LLC,
a Utah limited liability company
Its: Manager

By: WADSWORTH NWQ, LLC,
a Utah limited liability company
Its: Manager

By: KW VENTURES, LLC,
a Utah limited liability company
Its: Manager

By: 
Kip L. Wadsworth, Manager

By: Colmena NWQ, LLC,
a Utah limited liability company
Its: Manager

By: Colmena Capital, Inc.,
a Utah corporation
Its: Manager

By: 
Lance Bullen
Its: Director

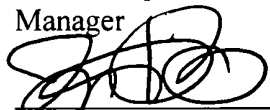
By: Stokes Stevenson NWQ, LLC,
a Utah limited liability company
Its: Manager

By: Stokes Stevenson MGT NWQ, LLC,
a Utah limited liability company
Its: Manager

By: BES Investment Fund, LLC,
a Utah limited liability company
Its: Manager

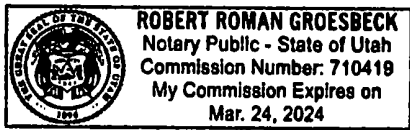
By: 
Bryan Stevenson, Manager

By: Structured Finance Corporation,
a Utah corporation
Its: Manager

By: 
Travis Lish, President

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

On this 30th day of July, 2020, before me R. Roman Groesbeck, a notary public, personally appeared Kip L. Wadsworth, Manager of KW Ventures, LLC, a Utah limited liability company, which is the Manager of Wadsworth NWQ, LLC, a Utah limited liability company, which is a Manager of NWQ GP, LLC, a Utah limited liability company, which is the Manager of PHASE 1 GLC 2, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same.



[Signature]
NOTARY PUBLIC
Residing at: DANVILLE

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

On this ___ day of July, 2020, before me _____, a notary public, personally appeared Lance Bullen, the Director of Colmena Capital, Inc., a Utah corporation, which is the Manager of Colmena NWQ, LLC, a Utah limited liability company, which is a Manager of NWQ GP, LLC, a Utah limited liability company, which is the Manager of PHASE 1 GLC 2, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same.

NOTARY PUBLIC
Residing at: _____

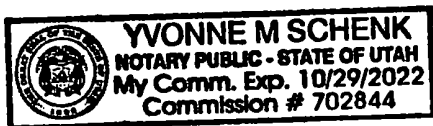
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ___ day of August, 2020, before me _____, a notary public, personally appeared Kip L. Wadsworth, Manager of KW Ventures, LLC, a Utah limited liability company, which is the Manager of Wadsworth NWQ, LLC, a Utah limited liability company, which is a Manager of NWQ GP, LLC, a Utah limited liability company, which is the Manager of PHASE 1 GLC 2, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same.

NOTARY PUBLIC
Residing at: _____

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

On this 3rd day of August, 2020, before me Yvonne M. Schenk, a notary public, personally appeared Lance Bullen, the Director of Colmena Capital, Inc., a Utah corporation, which is the Manager of Colmena NWQ, LLC, a Utah limited liability company, which is a Manager of NWQ GP, LLC, a Utah limited liability company, which is the Manager of PHASE 1 GLC 2, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same.



Yvonne M. Schenk
NOTARY PUBLIC
Residing at: SL County

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

On this 3rd day of August, 2020, before me Yvonne M. Schenk, a notary public, personally appeared Bryan Stevenson, which is the Manager of BES Investment Fund, LLC, a Utah limited liability company, which is a Manager of Stokes Stevenson MGT NWQ, LLC, a Utah limited liability company, which is the Manager of Stokes Stevenson NWQ, LLC, a Utah limited liability company, which is a Manager of NWQ GP, LLC, a Utah limited liability company, which is the Manager of PHASE 1 GLC 2, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same.



Yvonne M. Schenk
NOTARY PUBLIC
Residing at: SL County

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

On this 3rd day of August, 2020, before me Yvonne M. Schenk, a notary public, personally appeared Travis Lish, which is the President of Structured Finance Corporation, a Utah corporation, which is a Manager of Stokes Stevenson MGT NWQ, LLC, a Utah limited liability company, which is the Manager of Stokes Stevenson NWQ, LLC, a Utah limited liability company, which is a Manager of NWQ GP, LLC, a Utah limited liability company, which is the Manager of PHASE 1 GLC 2, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same.



Yvonne M. Schenk
NOTARY PUBLIC
Residing at: SL County

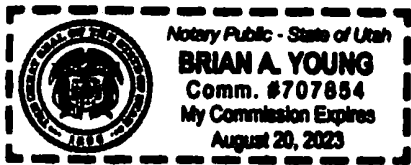
GRANTEE:

Rocky Mountain Power,
an unincorporated division of PacifiCorp its successors and assigns

By: Roger B Rigby
Name: ROGER B. RIGBY
Its: Dir. Real Estate

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

On this 4th day of August, 2020, personally appeared before me Roger B Rigby, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Dir. Real Estate of Rocky Mountain Power, an unincorporated division of PacifiCorp, a Oregon corporation, and acknowledged to me that said corporation executed the same.



Notary Public B. Young

EXHIBIT "A"
(Easement Property)

Parcel No. 07-27-201-008

Lot 2 RMP Perpetual Right-of-Way Easement

A perpetual right-of-way easement being a strip of land 10.00 feet in width being a part of Lot 2, SLC Port GLC Plat "A" Subdivision recorded December 11, 2019 as Entry No. 13144584 in Book 2019 of Plats, at Page 340 in the Office of the Salt Lake County Recorder, located in the Southwest Quarter of Section 26, Township 1 North, Range 2 West, Salt Lake Base and Meridian. Said 10.00 – foot strip of land lies 5.00 feet on each side of the following described centerline:

Beginning at a point on a northerly line of an existing 20.0' Drainage & Public Utility Easement, which is 91.46 feet S. 89°50'44" E. along the southerly line of said Lot 2 and 20.00 feet N. 00°00'00" E. from the southwesterly corner of said Lot 2; thence N. 01°50'28" E. 384.66 feet; thence N. 89°46'04" E. 438.10 feet to Point "A"; thence from said Point "A" S. 00°07'43" W. 47.44 feet to an existing building; thence from Point "A" N. 89°46'04" E. 461.36 feet to the easterly boundary line of said Lot 2 and the **Point of Terminus**.

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened to begin on the northerly line of an existing drainage & public utility easement and terminate at the existing building and easterly boundary line of said Lot 2, SLC Port GLC Plat "A" Subdivision

The above described perpetual right-of-way easement contains 13,266 square feet in area or 0.305 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

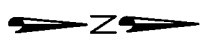
BASIS OF BEARING: The Basis of Bearing is S. 00°18'07" W. per said SLC Port GLC Plat "A" Subdivision along the Section line between the West Quarter and the Southwest Corner of said Section 26, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT "B"

(Depiction of the Easement Property)

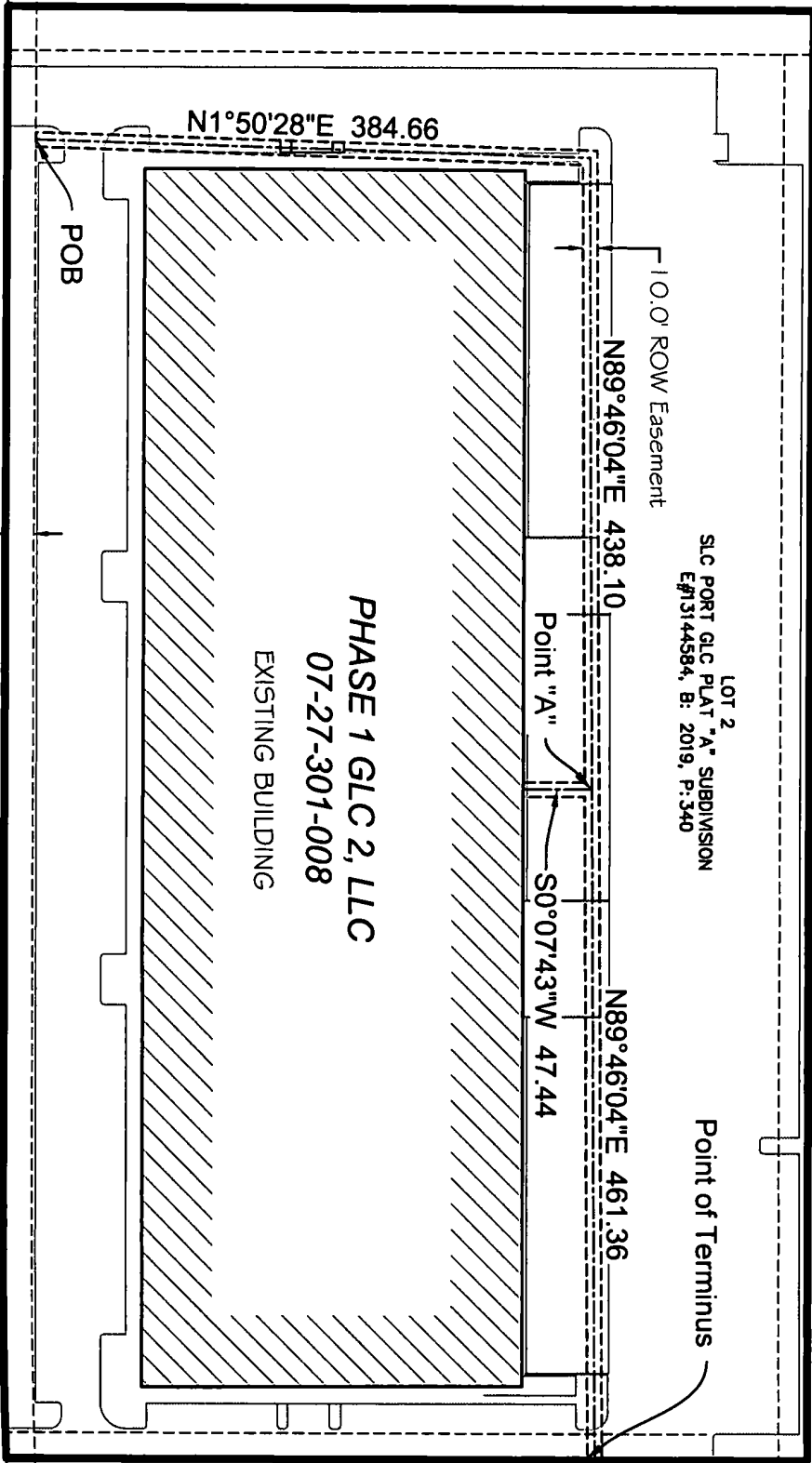
- LEGEND**
- Lot 2 Boundary
 - Adjacent Parcel
 - Section Line
 - - - Perpetual Right of Way
 - - - Easement Line

KENNECOTT UTAH COPPER
07-26-101-001



LOT 3
PHASE 1 GLC 3, LLC
07-27-301-007

SLC PORT GLC PLAT "A" SUBDIVISION
E#13144584, B: 2019, P: 340



LOT 1
SLC PORT GLC PLAT "A" SUBDIVISION
E#13144584, B: 2019, P: 340

SLC PORT PHASE 1, LLC
07-27-301-009



Existing 20.0' Drainage #
Public Utility Easement

EXHIBIT "B"

700 NORTH STREET

PREPARED BY:



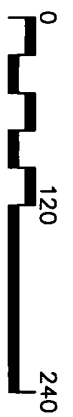
**CIVIL ENGINEERING
+ SURVEYING**

3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119

PHASE 1 GLC 2, LLC
Perpetual Right-of-Way Easement

Assessor Parcel No:
07-27-301-008

Part of the SW 1/4 of Section 26
Township 1 North, Range 2 West, S.L.B.&M.



Scale in Feet
1" = 120'

July 29, 2020

Page 2 of 2