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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 11 P.

**WHEN RECORDED, RETURN TO:**

NWQ, LLC  
Attn: Roman Groesbeck, General Counsel  
166 East 14000 South, Suite 210  
Draper, UT 84020

Affecting Tax Parcel Nos. 0727100003,  
07261000104001

**AGREEMENT FOR TEMPORARY TURN-AROUND EASEMENT  
AT END OF 6550 WEST STREET**

THIS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 30 day of September, 2019 between, G-BAR VENTURES, LLC, a Utah Limited Liability Company ("Grantor"), and SALT LAKE CITY CORPORATION, a Utah municipal corporation ("SLC"), and NWQ, LLC, a Utah limited liability company ("NWQ"). SLC and NWQ are collectively referred to herein as "Grantee". Grantor and Grantee are sometimes referred to in this Agreement collectively as the "Parties," and individually as a "Party".

**RECITALS**

A. Grantor owns that certain parcel of real property located in Salt Lake County, Utah, more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Grantor Parcel").

B. NWQ is developing, among other property, that certain parcel of real property located in Salt Lake County, Utah, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "NWQ Parcel").

C. The Parties desire to establish easements providing for ingress and egress and the installation, maintenance, repair, replacement of a temporary turn around and certain underground utility lines at the end of 6550 West Street over, across, under, and through that portion of the Grantor Parcel legally described on Exhibit "C" (the "Easement Area") for the benefit of the NWQ Parcel and Grantor Parcel in accordance with, and subject to, the terms of this Agreement.

D. The Parties intend the Improvements (defined below) made in the Easement Area including the incorporated utilities lines and roadway turn around will benefit Grantor and Grantee allowing Grantor and NWQ to improve and/or develop their respective properties now or in the future utilizing the Improvements free from further claims or encumbrances for the period of time that this Agreement is in effect (but subject to obligations, reimbursements, etc., described in existing or future development and/or pioneering agreements with SLC).

## TERMS

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grant of Easements.

a. Temporary Turn Around Easement. Grantor hereby grants to Grantee a temporary, non-exclusive, right-of-way and easement for a temporary turn around designed to accommodate emergency vehicles, and utility lines (the "**Temporary Turn Around Easement**") to install, construct, maintain, repair, replace, and operate a temporary turn around and utility lines in the Easement Area upon the following terms and conditions. NWQ shall, at its sole cost and expense, install customary materials and compaction for a temporary turn around for Grantee's and Grantor's benefit, including at a minimum the following improvements in the Easement Area for Grantee's and Grantor's benefit: (i) a twelve-inch (12") PVC sewer line connected to the main trunk line servicing the lift station commonly known as PS-2, (ii) a fourteen inch (14") HDPE culinary water line connected to the main culinary water trunk line servicing the area, (iii) storm drainage improvements (i.e., roadside swales) as required by SLC will be installed on the NWQ Parcel up to the property line of Grantor's Parcel, (iv) the radius of the temporary turn around in the Easement Area shall not be less than forty-eight feet (48'), and shall be comprised of 10" compacted road base, (v) [intentionally omitted], (vi) a four (4) wire agricultural grade fence around the perimeter of the Easement Area connecting to Grantor's existing fence corners to fill the void created by the Temporary Turn Around Easement, and (vii) such other improvements as may be required by SLC to complete construction of the Temporary Turn Around Easement (collectively, the "Improvements"). NWQ, at its sole cost and expense, shall timely (i) construct, maintain and/or repair the Improvements, with such Improvements being constructed not more than two (2) years six (6) months after the execution of this Agreement, and (ii) maintain the Easement Area, (a) in a good and workmanlike manner, and (b) in compliance with all applicable laws, rules, codes and ordinances, including obtaining construction bond(s) for any work to be performed in the Easement Area as may be required by SLC.

b. Access Easements. Grantor hereby grants to Grantee a temporary, non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress (this access easement, collectively with the Temporary Turn Around Easement, are referred to herein as the "**Easements**"), on, over, and across the Easement Area for such purposes as are necessary for NWQ's use and enjoyment of the NWQ Parcel. NWQ hereby grants to Grantor a temporary, non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress on, over, and across the area of the NWQ Parcel shown as "Proposed 6550 West Street" on Exhibit "C," for such purposes as are necessary for Grantor's use and enjoyment of the Grantor Parcel.

c. The Easements shall include the present and (without payment therefor) the future right of Grantee to keep the Easement Area clear of all brush, trees, timber, structures, buildings, and other hazards which might endanger the temporary turn around, or unreasonably impede Grantee's use thereof. Subject to the foregoing limitations, the surface of the Easement Area may be used for access roads, sidewalks, parking lots, landscaping, and other purposes not inconsistent (as reasonably determined by Grantee), with the purposes for which the Easements have been granted. Any transmission, distribution, and communication or utility lines included in the Easement Area shall be buried to a depth as required by SLC, and NWQ shall at all times strictly adhere to SLC's development requirements and standards when constructing any Improvements on the Easement Area. The Easements shall constitute a covenant running with the land and shall burden the Grantor's Parcel for the benefit of the NWQ and Grantor Parcels, as the

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case may be, and such other utility providers who locate their facilities within the Easement Area in order to service NWQ's or Grantor's facilities and improvements.

d. NWQ shall keep the Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under NWQ, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under NWQ on the Easement Area. Any such liens shall be released of record within thirty (30) days.

2. Indemnity. The easement granted herein is subject to the condition that NWQ shall indemnify and hold harmless Grantor, and Grantor shall indemnify and hold harmless NWQ, its/their heirs, and successors in interest against any and all liability caused by acts of the NWQ or Grantor, as applicable, its/their contractors, or agents, while exercising the rights of this agreement. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the NWQ and Grantor Parcels for the general public, it being the intent of the undersigned that this Agreement be strictly limited to the purposes expressed in this Agreement.

3. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah, without regard to conflict of law principles. In the event of a lawsuit arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses, including attorney fees, incurred in that lawsuit, including any appeals. This Agreement shall inure to the benefit of, and be binding on, each party and the heirs, personal representatives, successors, and assigns of each party. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Each Party represents and warrants that it has all approvals and consents necessary for it to enter into this Agreement.

4. Expiration. This Agreement shall automatically expire (1) if NWQ fails to substantially complete the Improvements within two (2) years six (6) months of the execution of this Agreement, or (2) when SLC accepts the earlier to occur of: (a) the dedication of 6550 West Street (including the Easement Area), or (b) the dedication of 6550 West Street and the extension of 6550 West beyond the Easement Area.

IN WITNESS WHEREOF, Grantor and NWQ have executed this Agreement for the benefit of Grantee on the day above first written.

[Signature blocks appear on the next six pages]

**GRANTOR:**

**G-BAR VENTURES, LLC**  
a Utah limited liability company

By: G-BAR VENTURES LLC

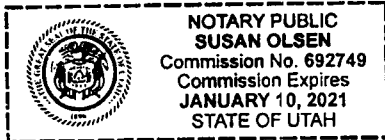
Name: *Becky G. Campbell*

Its: MANAGER

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

On this 8 day of October, 2019, personally appeared before me Becky G. Campbell, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Manager of G-Bar Ventures, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

*Susan Olsen*  
Notary Public



[Signatures and notary acknowledgements continue on following pages.]

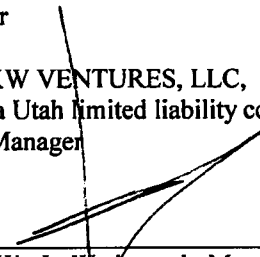
**NWQ:**

**NWQ, 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, 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

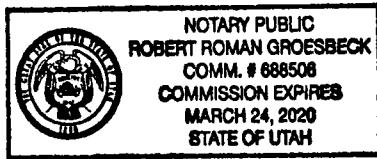
By: Structured Finance Corporation,  
a Utah corporation

Its: Manager

By: [Signature]  
Travis Lish, President

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

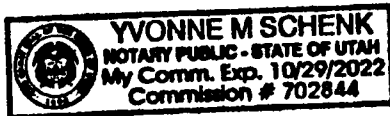
On this 30<sup>th</sup> day of September, 2019, before me R. Roman Groesbeck, a notary public, personally appeared Kip L. Wadsworth, Manager of KW Ventures, LLC, a Utah limited liability company, which is the Manager of Wadsworth NWQ, LLC, a Utah limited liability company, which is a Manager of NWQ GP, LLC, a Utah limited liability company, which is the Manager of NWQ, 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: Drake, UT

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

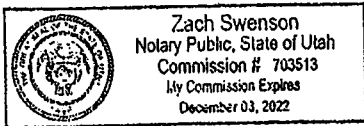
On this 2<sup>nd</sup> day of ~~September~~ October, 2019, before me Yvonne M. Schenk, a notary public, personally appeared Lance Bullen, the Director of Colmena Capital, Inc., a Utah corporation, which is the Manager of Colmena NWQ, LLC, a Utah limited liability company, which is a Manager of NWQ GP, LLC, a Utah limited liability company, which is the Manager of NWQ, 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: SL County

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

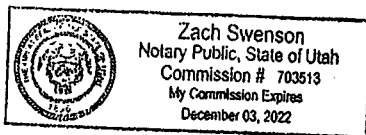
On this 30 day of September, 2019, before me Zach Swenson, a notary public, personally appeared Bryan Stevenson, which is the Manager of BES Investment Fund, LLC, a Utah limited liability company, which is a Manager of Stokes Stevenson MGT NWQ, LLC, a Utah limited liability company, which is the Manager 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 NWQ, 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.



Zach Swenson  
NOTARY PUBLIC  
Residing at: Salt Lake

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

On this 30 day of September, 2019, before me Zach Swenson, 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 NWQ, 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.



Zach Swenson  
NOTARY PUBLIC  
Residing at: Salt Lake

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**EXHIBIT A**  
Grantor Parcel

NORTH 2112 FT OF THE NW 1/4 & NORTH 2112 FT OF THE W 1/2 OF THE NE 1/4 SEC 27, T1N, R 2W,  
SLM; 192.0 AC M OR L



**EXHIBIT B**  
**NWQ Parcel**

A parcel of land located in portions of the Southwest, Southeast and Northeast Quarters of Section 27 and the Southwest Quarter of Section 26, and the Southeast Quarter of Section 28 and the Northwest Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, being further described as follows:

Commencing at the East Quarter Corner of said Section 27; Thence South 0°18'07" West 2031.36 feet along the East line of said Section 27; Thence South 89°47'12" East 1968.73 feet; Thence South 0°12'48" West 269.61 feet; Thence North 89°47'12" West 303.02 feet; Thence South 0°03'32" West 439.01 feet; Thence North 89°47'12" West 1668.05 feet; Thence North 0°14'03" East 99.00 feet to the Southeast Corner of said Section 27; Thence North 89°50'40" West 1196.45 feet along the South line of said Section 27; Thence North 0°09'38" West 51.00 feet; Thence North 89°50'44" West 1446.54 feet; Thence North 89°50'11" West 2562.63 feet; Thence North 0°08'33" East 249.93 feet to a point of curvature; Thence 808.71 feet along a tangent 6075 foot radius curve to the Left (Chord bears North 3°40'16" West 808.11 feet); Thence North 7°29'05" West 217.21 to a point of curvature; thence 788.74 along a tangent 5924.80 foot radius curve to the right (Chord bears North 03°40'16" West 788.16 feet) feet; Thence North 0°08'33" East 530.99; Thence South 89°45'06" East 56.72 feet to the West Quarter Corner of said Section 27; Thence South 89°51'00" East 2646.09 feet to the Center Quarter Corner of said Section 27; Thence South 89°51'16" East 1322.66 feet; Thence North 0°16'02" East 1535.52 feet; Thence South 57°28'01" East 1564.67 feet to the East line of said Section 27; Thence South 0°18'01" West 697.41 feet to the Point of Beginning.

Containing 378.42 Acres or 16,483,925 square feet, more or less.

**EXHIBIT C**  
**Easement Area**

A Temporary Turn-Around located in the Northeast Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian, being further described as follows:

Beginning at a point on the easterly line of the Grantor's property, said point also being South 0°18'01" West 1602.06 feet along the Section Line and West 1323.27 feet from the Northeast Corner of said Section 27; Thence North 21°22'08" West 81.18 feet; Thence 21.67 feet along the arc of a 20 foot radius tangent curve to the Left (Chord bears North 52°24'16" West 20.62 feet); Thence 198.15 feet along the arc of a 53 foot radius tangent curve to the Right thru a central angle of 214°12'25" (Center bears North 6°33'35" East 53 feet); Thence South 49°14'00" East 8.02 feet; Thence South 0°16'02" West 175.74 feet along said easterly line of the Grantor's property to the Point of Beginning.

Containing 0.23 Acres or 10,028 Square Feet, more or less.

**Reduction Copy of Easement Area**

*[depiction on following page]*

