

Healy Gallagher, Erin (TAX)

From: wklein@kleinutah.com
Sent: Thursday, August 29, 2019 12:01 PM
To: 'STEVEN PAUL'; denversnuffer@gmail.com
Cc: Healy Gallagher, Erin (TAX); Mike Lehr
Subject: Glenda Johnson
Attachments: Vehicles SaharaMotorsInformation Aug2819.pdf; JohnsonGlenda LienFiling Aug2119.pdf

Steven and Denver:

Earlier this week, I received information about vehicles owned or controlled by Glenda Johnson. I did not have this information when the DOJ filed its motion for additional contempt sanctions, so this information is not reflected in the United States' motion. The attached information includes:

Vehicle Information: Information about two vehicles purchased/leased from Sahara Motors.

1. RaPower paid the lease down payment for a 2014 Town & Country Van, but the vehicle is leased to Glenda Johnson.
2. Cobblestone paid the entire purchase price for a 2017 Dodge Durango, which is titled in Glenda's name.

For the vehicle titled in Glenda's name, that vehicle is a Receivership asset and needs to be turned over to me forthwith. For the vehicle being leased by Glenda, either the vehicle needs to be turned over to me or I need to be paid the amount that Receivership entities paid for the lease down payment and any lease payments since July 23, 2014.

Lien Filed by Glenda Johnson: I also learned that Glenda recorded a lien on August 15, 2019 against the tower site property that was sold at auction in July. The lien that Glenda filed against the tower site (HD-4658-1) is improper and in violation of the Receivership Order for multiple reasons, including:

1. Her waiting to file the lien until after the property sale closed appears to be an intentional effort to avoid the Court's order that the sale to the buyer was free and clear of all liens. I will argue to the Court that this is evidence of an intentional disregard of the Court's orders;
2. The delayed filing also appears to be designed to avoid the litigation stay in the Corrected Receivership Order—and is an attempt to do indirectly what the Court has prohibited;
3. The lien filing indicates Glenda Johnson provided labor and materials as late as August 14, 2019.
 - a. Any labor and materials provided after July 31, 2019 were provided after the property already belonged to another person, meaning her labor and materials are evidence of trespassing.
 - b. Any labor and materials provided after August 22, 2018, were provided after the asset freeze and in violation of that order and subsequent orders.

My Requests:

- I am hereby requesting an explanation from Glenda Johnson of what labor and materials she provided between January 2004 and April 14, 2009 as stated in the Notice of Lien. This explanation should include dates and descriptions of all labor performed and invoices for all materials provided (with the dates the materials were provided).
- The vehicles need to be turned over to me

**Plaintiff
Exhibit**

959

I intend to bring these matters to the attention of the Court and will argue that Glenda's contempt is continuing so long as she remains in possession of Receivership property and asserts a lien on property that belonged to the Receivership. Please provide the requested information by September 9, 2019 and let me know by that date whether she is prepared to turn over those two vehicles to me.

Wayne

Wayne Klein
KLEIN & ASSOCIATES, PLLC
PO Box 1836
Salt Lake City, UT 84110

801-824-9616 (cell)
wklein@kleinutah.com

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Virus-free. www.avg.com

Sahara Motors

Account	Bank
██████████ 4501	Wells Fargo
██████████ 2450	Wells Fargo

Account Name
RAPower-3
Cobblestone Centre

Posted	Description
7/25/2014	CHECK
12/27/2016	CHECK

Check/ Deposit #	Debit
7093	(5,623.00)
3852	(47,951.17)
Total	<u>(53,574.17)</u>

Written Check Date	Memo
7/25/2014	Company Car

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

12/23/16

DATE OF SALE:

GLEND A JOHNSON

SAHARA MOTORS, INC

597 North Highway 6
Delta UT 84624

PURCHASER'S NAME

2730 W 4000 S

STREET ADDRESS

DELTA

MILLARD

UT

84624-000

CITY

COUNTY

STATE

ZIP CODE

(801) 369-5951

N/A

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR			
XX			2017	DODGE	DURANGO	GT AWD		BLACK			
V.I.N.			5780	ODOMETER	25	STOCK NO.	4116048	DEL. DATE	12/23/16	SALESPERSON	RUSSELL GREATHOUSE

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	46,254.00
2. ACCESSORIES/OPTIONS	N/A
3.	N/A
4. Value Added Options	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	46,254.00
7. MFR. REBATE \$	1,500.00
8. PORTION/REBATE APPLIED TO PURCHASE	(1,500.00)
9. SUBTOTAL (lines 6 minus 8)	44,754.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

Title (if not, explain):

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER: *Glenda E Johnson*

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN 0.00% AND 0.000% PER ANNUM, TERM BETWEEN 0.00 MONTHS AND 1 MONTHS. MONTHLY PAYMENTS BETWEEN \$ 0.00 PER MONTH AND \$ 47,951.17 PER MONTH BASED ON A DOWN PAYMENT OF \$ 1,500.00

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO UTAH CODE ANN. SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IF THE PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM, THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OF SALE BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM, (a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OF SALE BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS.

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO:

NONE AS FOLLOWS

TRADE-IN AND/OR OTHER CREDITS	
YEAR/MAKE	ODOMETER
	0
SERIES	BODY TYPE
V.I.N.	

*BALANCE OWED ON TRADE-IN:	N/A
BALANCE OWED TO:	
ADDRESS:	
PAYOFF VERIFIED BY:	GOOD UNTIL: 00/00/00
DATE OF VERIFICATION	ACC.#:

*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	44,754.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	282.50
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	45,036.50
20. TRADE ALLOWANCE** (line 10)	N/A ** If lease, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20)	\$ 45,036.50
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	2,679.67
23. UTAH LICENSE AND REGISTRATION FEES	80.00
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	150.00
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	5.00
27.	N/A
28.	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	47,951.17
30. TOTAL CREDITS (line 14)	(N/A)
31. BALANCE DUE (total line 29 minus 30)	47,951.17
DAY 23 MONTH 12 YEAR 2016	

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER: *Glenda E Johnson* DATE: 12/23/16
 SIGNATURE OF CO-PURCHASER: _____ DATE: _____
 SIGNATURE OF SELLER: *Shannon Lovell* DATE: 12/23/16

Motor Vehicle Lease Agreement - Closed End



Monthly Payment Lease Single Payment Lease

Lessor (Dealer Name and Address) SCHAPA MOTORS 537 North Highway 6 Delta, UT 84624	Lessee(s) (and Co-Lessee) Name(s) and Address(es) GLENDA C. JOHNSON 4035 S 4000 W DELTA, UT 84624	Lessee's Garaging Address (where the Vehicle will be principally located) 4035 S. 4000 W. DELTA, UT 84624
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No. N/A County MILLARD
 Date 07/23/14 Refer to the attached addendum for additional Lessees and their signatures.

If this Lease is for a consumer purpose and is governed by the laws of Iowa, then this Lease is a consumer credit transaction.

Business, commercial or agricultural purpose lease.

Description of the Leased Property (Vehicle)					
Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2014	CHRYSLER	TOWN & COUNTRY	4DR WGN TOURIN	<u>8058</u>	231
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo		Equipped With: <u>N/A</u>			

You acknowledge that you have received and examined the Vehicle described above, that the Vehicle is equipped as described and is in good operating order and condition. You accept the Vehicle for all purposes of this Lease.

Trade-In Vehicle and Its Allowance			
Year	Make	Model	Gross Amount of Trade-In Allowance \$
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Prior Credit or Lease Balance - \$ <u>N/A</u>		**Net Trade-In Allowance = \$ <u>0.00</u> (If less than zero, enter zero).	

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery (Itemized below) * \$ <u>6,373.00</u>	2. Payments a. Monthly Payments. Your first monthly payment of \$ <u>346.36</u> is due on <u>07/23/14</u> followed by <u>35</u> payments of \$ <u>346.36</u> due on the <u>22</u> of each month. The total of your monthly payments is \$ <u>12,468.36</u> . b. Single Payment. Your payment of \$ <u>N/A</u> is due on <u>N/A</u> .	3. Other Charges (Not part of your monthly or single payment) Disposition fee (if you do not purchase the Vehicle) \$ <u>395.00</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> Total \$ <u>395.00</u>	4. Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>18,890.60</u> (Section 1 plus Section 2 total plus Section 3 total minus 5(b) and 5(d))
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5. Amount due at Lease signing or delivery:		* Itemization of Amount Due at Lease Signing or Delivery	
a. Capitalized Cost Reduction	\$ <u>5,514.14</u>	i. <u>N/A</u>	+ \$ <u>N/A</u>
b. First Monthly Payment	+ \$ <u>346.36</u>	j. <u>N/A</u>	+ \$ <u>N/A</u>
c. Single Payment	+ \$ <u>N/A</u>	k. <u>N/A</u>	+ \$ <u>N/A</u>
d. Refundable Security Deposit(s)	+ \$ <u>N/A</u>	l. <u>N/A</u>	+ \$ <u>N/A</u>
e. Registration fees	+ \$ <u>230.00</u>	m. <u>N/A</u>	+ \$ <u>N/A</u>
f. Title fees	+ \$ <u>N/A</u>	n. <u>N/A</u>	+ \$ <u>N/A</u>
g. Acquisition fee	+ \$ <u>N/A</u>	o. <u>N/A</u>	+ \$ <u>N/A</u>
h. Documentation fees	+ \$ <u>282.50</u>	Total	= \$ <u>6,373.00</u>
		How the amount due at Lease signing or delivery will be paid: Net Trade-In allowance** \$ <u>N/A</u> Rebates and non-cash credits + \$ <u>750.00</u> Amount to be paid in cash + \$ <u>5,623.00</u> <---> Total = \$ <u>6,373.00</u>	

Your Payment is Determined as Shown Below:	
Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>37,800.00</u>) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ <u>37,800.00</u>
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the gross capitalized cost.	- \$ <u>5,514.14</u>
Adjusted capitalized cost. The amount used in calculating your base payment.	= \$ <u>31,769.33</u>
Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ <u>833.43</u>
Total of base payments. The depreciation and any amortized amounts plus the rent charge.	= \$ <u>11,769.76</u>
Lease Term. The number of months in your Lease.	<u>36</u>
Lease payments. The number of payments in your Lease.	+ <u>36</u>
Base Payment	= \$ <u>326.91</u>

Blenda E. Johnson
2730 W. 4000 S.
Oasis, UT 84624

RETURN RECEIPT
REQUESTED



U.S. POSTAGE PAID
FROM LICEN
SPANISH FORK, UT
84660
AUG 16, 19
AMOUNT
\$7.60
R2304M115609-02



84110



1000

International Automated Systems
c/o Wayne Kline
PO Box 1836
Salt Lake City, UT 84110

RETURN RECEIPT
REQUESTED

LN 2 No

RETURN RECEIPT
REQUESTED

Glenda E. Johnson
2730 W. 4000 S.
Oasis, UT 84624

August 15, 2019

To Whom This May Concern,

Please find enclosed a lien document. Also a document on a sublease agreement for this property.

If you have any questions please call Attorney Denver Snuffer - 801-576-1400.

Sincerely,
Glenda E. Johnson

00207237

B: 661 P: 444 Fee \$40.00
Connie Hansen, Millard Recorder Page 1 of 4
08/15/2019 02:51:36 PM By JOHNSON, GLENDA E



**When recorded, return to:
Glenda E. Johnson
2730 West 4000 South
Oasis, Utah**

NOTICE OF LIEN

Notice is hereby given that GLENDA E. JOHNSON (hereinafter referred to as "Claimant") of 2730 West 4000 South, Oasis, Utah, whose telephone number is (801) 369-5951, hereby claims and intends to hold a lien pursuant to Section 38-1-1 et seq. Utah Code Annotated upon the property described hereinafter. Claimant's lien is based upon the following:

1. The Claimant provided labor and/or materials upon and in connection with the improvement of such property lying and being in MILLARD COUNTY, State of Utah, whose legal description is as follows:

See Exhibit "A". 1 PROPERTY
2. To the best of Claimant's knowledge, WINGS WEST, LC is the reputed fee owner of the property's described above.
3. Claimant is due money for labor and/or materials it provided in the amount of \$9,000.000, together with interest, costs and attorney's fees.
4. The labor and/or materials for which demand and claim is made was provided to or at the request of INTERNATIONAL AUTOMATED SYSTEMS, INC.
5. The Claimant furnished the first labor and/or materials on or about JANUARY, 2004 and furnished the last labor and/or materials on AUGUST 14, 2019.



GLEND A. JOHNSON

Signed: Glenda E. Johnson

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 14 day of August, 2019, personally appeared before me GLENDA E.

JOHNSON, who being first duly sworn did say that she is authorized to sign the above and foregoing instrument and acknowledged to me that she executed the same.





Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **NOTICE OF LIEN** was sent, via Certified Mail, on this 14 day of August, 2019, to:

INTERNATIONAL AUTOMATED SYSTEMS, INC.
c/o Wayne Kline
Receiver for International Automated, Systems, Inc.
P.O. Box 1836
Salt Lake City, UT 84110



Glenda E. Johnson

00207237

B: 661 P: 445 Fee \$40.00 Page 2 of 4
Connie Hansen, Millard Recorder
08/15/2019 02:51:36 PM By JOHNSON, GLENDA E



EXHIBIT "A"

See attached for 1 PROPERTY - Parcel #HD-4658-1 – Account #0180282

00207237

B: 661 P: 446 Fee \$40.00 Page 3 of 4
Connie Hansen, Millard Recorder
08/15/2019 02:51:36 PM By JOHNSON, GLENDA E



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00207237

B: 661 P: 447 Fee \$40.00 Page 4 of 4
 Connie Hansen, Millard Recorder
 08/15/2019 02:51:36 PM By JOHNSON, GLENDA E



Account 0180282

<u>Location</u>	<u>Owner</u>	<u>Value</u>	
City	Name WINGS WEST LC	Market (2019)	\$149,350
Parcel Number HD-4658-1	3807 W MYERS LANE	Taxable	\$149,350
Legal N1/2 NW1/4 SEC 11, T17S, R8W, SLM. LESS SW COR NW1/4 NW1/4 SEC 11, N 0°48'32" E 234.51 FT ALG SEC LN, N 78°41'15" E 680 FT, S 03°07'08" W 378.38 FT TO S BDRY SD NW1/4 NW1/4, N 89°07'23" W 649.59 FT ALG SD S BDRY TO BEG.	RIVERTON, UT 84065-8014	Tax Area: 13	Tax Rate: 0.011516
		Type Actual	Assessed Acres
		03A	\$18,850 \$18,850 75.400
		13F	\$130,500 \$130,500 0.000

Acres 75.40

Account Number 0180282

Parent Parcels HD-4658

Tax District 13 - HINCKLEY DESERET
CEMETERY

New Account Tax Year

Child Parcels

Account Number

Parcel Number

Transfers

Doc Description

Wty Deed

Quit Claim Deed

Deed

Tax

Images

<u>Tax Year</u>	<u>Taxes</u>	
*2019	\$1,730.41	• Photo
2018	\$1,656.69	

* Estimated

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is entered as of the 15th day of October, 2011, (the "Effective Date") by and between XSun Energy, LLC ("Sublessor"), a Utah limited liability company, 4035 South 4000 West, Deseret, Utah 84624, and Solco I, LLC ("Sublessee"), a Utah limited liability company, 1309 North 550 West, Pleasant Grove, Utah 84062, Sublessor and Sublessee may collectively be referred to as the "Parties."

WHEREAS, Sublessor entered into a lease agreement (the "Master Lease Agreement") dated the 1st day of August, 2011, a copy of which is attached as Exhibit "A", between the Sublessor and International Automated Systems, Inc., a Utah corporation, ("Lessor") for a term of ninety nine (99) years; and

WHEREAS, Sublessor and Sublessee wish to enter into this Sublease;

NOW, THEREFORE, the Parties agree as follows:

SUBPREMISES: Sublessor hereby subleases to Sublessee, the Subpremises identified on the attached Exhibit B, as Project Parcel No. 029, located in Millard County, State of Utah, together with a right-of-way across the land which is subject to the Master Lease, for ingress and egress. The total area of the Subpremises is approximately two (2) acres. Sublessee acknowledges that the tract of land which is subject to the Master Lease Agreement has not and will not be subdivided. Sublessor does, however, by this Sublease, grant to Sublessee the exclusive use of the Subpremises, subject to the terms and conditions of this Sublease, the Master Lease Agreement, and applicable law.

SUBLEASE TERM: The Sublease will begin on the Effective Date and will end on December 31, 2041. If the Sublease is not in default, Sublessee may extend the Sublease for an additional term of thirty (30) years (the "Renewal Term," collectively with the Initial Sublease Term, the "Sublease Term"). If Sublessee chooses to exercise its option for the Renewal Term, Sublessee must notify Sublessor in writing ninety (90) days prior to the expiration of the Initial Sublease Term. The Rent for the Renewal Term shall be as set forth below, and otherwise upon the same terms, conditions and obligations as set forth in the Sublease.

SUBLEASE PAYMENTS: Sublessee agrees to pay to Sublessor as rent for the Subpremises the amount of One Hundred Dollars (\$100.00) ("Rent") per year. The rental payment shall be due annually on the anniversary date of the commencement of operation of the Solar Power Project to be constructed and installed on the Project Parcel, at the address stated above for Sublessor or at any other address designated by Sublessor. The Rent for the Renewal Term shall be One Hundred and Fifty Dollars (\$150.00) per year. The parties acknowledge that the Subpremises is an approximate two (2) acre parcel of undeveloped desert land located in a rural area of Millard County, Utah, which was purchased by IAS at a price of approximately \$250.00 per acre. The purchase price paid by IAS was considered in the determination of a fair Rent amount.

The Parties acknowledge that in the event Sublessor fails to pay a rental payment due and owing under the Master Lease Agreement to Lessor for the Project Parcel, within 30 days of the date that such payment is due, Lessor is entitled to provide written notice to Sublessee that, until further written notice from Lessor, Sublease payments for the Project Parcel are to be paid directly to Lessor, and applied to the obligation of Sublessor to Lessor for the Project Parcel. Sublessee acknowledges that Sublessor has assigned to Lessor all such Project Parcel rents in the event of such a default.

LATE CHARGES: If any amount under this Sublease is more than 30 days late, Sublessee agrees to pay a late fee equal to 5% of the past due payment amount.

INSUFFICIENT FUNDS: Sublessee agrees to pay the full amount of any charges assessed against Sublessor for each check provided by Sublessee to Sublessor that is returned to Sublessor for lack of sufficient funds.

BUSINESS TAXES: Sublessee shall pay all business taxes in respect of the business carried on in or upon the Subpremises.

SECURITY DEPOSIT: At the signing of this Sublease, Sublessee shall deposit with Sublessor, in trust, a security deposit of \$200.00 as security for the performance by Sublessee of the terms under this Sublease, for any damages caused by Sublessee, Sublessee's family, agents or visitors to the Subpremises during the Sublease Term, and for the removal of all solar power equipment and structures from the Subpremises, upon the Termination of this Sublease. However, Sublessor is not just limited to the security deposit amount and Sublessee remains liable for any balance. Sublessee shall not apply or deduct any portion of any security deposit from the last or any year's rent. Sublessee shall not use or apply any such security deposit at any time in lieu of payment of rent. If Sublessee breaches any terms or conditions of this Sublease, Sublessee shall forfeit any deposit, as permitted by law.

QUIET ENJOYMENT: Sublessee shall be entitled to quiet enjoyment of the Subpremises, and neither Sublessor nor Lessor will interfere with that right, as long as Sublessee pays the rent in a timely manner and performs all other obligations under this Sublease.

POSSESSION AND SURRENDER OF SUBPREMISES: Sublessee shall be entitled to possession of the Subpremises on the first day of the Sublease Term. At the expiration of the Sublease, Sublessee shall peaceably surrender the Subpremises to Sublessor or Sublessor's agent in good condition, as it was at the commencement of the Sublease.

CONDITION OF SUBPREMISES: Sublessee or Sublessee's agent has inspected the Subpremises, and acknowledges that the Subpremises are in good and acceptable condition and suitable for Sublessee's intended use. If at any time during the term of this Sublease, in Sublessee's opinion, the conditions change, Sublessee shall promptly provide reasonable notice to Sublessor.

OBLIGATIONS UNDER MASTER LEASE: Sublessee acknowledges the receipt of a copy of the Master Lease, as attached hereto as Exhibit A. Sublessee agrees that all terms and

conditions of the Master Lease are hereby incorporated into this Sublease except for those provisions of the Master Lease that are directly contradicted by this Sublease, in which event the terms of this Sublease shall control over the Master Lease. Furthermore, the Sublessee will comply with the terms therein and will avoid actions or inactions that would constitute a breach or default of Sublessor's obligations in the Master Lease.

SEVERABILITY: If any part or parts of this Sublease shall be held unenforceable for any reason, the remainder of this Sublease shall continue in full force and effect. If any provision of this Sublease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

BINDING EFFECT: The covenants and conditions contained in the Sublease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

ENTIRE AGREEMENT: This Sublease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Sublease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified in writing and must be signed by both Parties.

GOVERNING LAW: This Sublease shall be governed by and construed in accordance with the laws of the State of Utah.

NOTICE: Any notice required or otherwise given pursuant to this Sublease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Sublessee, to the address stated above, and if to Sublessor, to the address stated above. Either party may change such addresses from time to time by providing notice as set forth above.

WAIVER: The failure of either party to enforce any provisions of this Sublease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease. The acceptance of rent by Sublessor or Lessor does not waive Sublessor's right to enforce any provisions of this Sublease.

WAIVER BY SUBLESSOR OF RIGHTS UNDER SECTION 1603: Sublessor and Sublessee hereby agree that Sublessor hereby waives any and all rights to a Section 1603 payment with respect to the Premises, as well as Sublessor's right to claim a production or investment tax credit under sections 45 and 48 of the IRC with respect to the Premises, including each of the Project Parcels identified on Exhibit A, for the taxable year of the payment or subsequent years. Sublessor hereby elects to pass-through any and all Section 1603 payments relating to the Premises to Sublessee. In the event that recapture of any Section 1603 Payment made to Sublessee, Sublessee agrees to include ratably in gross income over the five year recapture period an amount equal to 50 % of the amount of the Section 1603 payment.

LEGAL FEES: In the event of any legal action by the parties arising out of this Sublease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

FURTHER ASSURANCES: The parties agree to execute whatever documents and to take whatever action may be reasonably required from time to time to effectuate the terms and provisions of this Agreement.

SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and be binding upon the successors, administrators, executors and assigns of the parties hereto.

NO PRESUMPTION AGAINST DRAFTING PARTY: This Agreement has been drafted by all parties and is not to be construed in favor of or against any party, regardless of which party drafted or participated in the drafting of its terms.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

ADDITIONAL PROVISIONS (Specify "none" if there are no additional provisions)

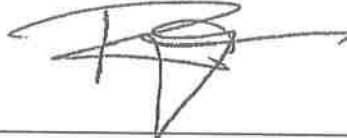
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IN WITNESS WHEREOF, the parties have caused this Sublease to be executed the day and year first above written.

SUBLESSEE - SOLCO I, LLC



LaGrand T. Johnson, Member



Randale P. Johnson, Member



Glenda E. Johnson, Member

SUBLESSOR - XSUN ENERGY, LLC



Neldon P. Johnson, Manager

LESSOR'S CONSENT

The undersigned, Lessor in the Master Lease Agreement, hereby consents to the foregoing Sublease Agreement.

LESSOR: INTERNATIONAL AUTOMATED SYSTEMS, INC.



Neldon P. Johnson
President

Date: October 15, 2011