



W2761044

When Recorded, Mail To:

Liberty Pipeline Company
3707 North 3500 East
Liberty, Utah 84310

E# 2761044 PG 1 OF 16
Leann H. Kilts, WEBER COUNTY RECORDER
16-Oct-15 0953 AM FEE \$40.00 DEP KL
REC FOR: KIRTON & MCCONKIE
ELECTRONICALLY RECORDED

With a Copy to:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
50 East North Temple, 12th Floor
Salt Lake City, Utah 84150
Attn: Real Estate Division (PN 502-1332)

Affecting portion of Tax Parcel No. 16-001-0005

(space above for Recorder's use only)

WELL EASEMENT AGREEMENT

THIS WELL EASEMENT AGREEMENT (this "**Agreement**") is entered into on this 15 day of OCTUBER 2015 (the "**Effective Date**") by and among MOUNT OGDEN STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantor**"), as grantor, and LIBERTY PIPELINE CO., a nonprofit mutual benefit corporation ("**Grantee**"), as grantee.

RECITALS

A. Grantor owns certain real property identified as "Camp Lomondi" and situated within Weber County, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Land**"), which has historically been used for recreational purposes.

B. Grantor was organized to acquire, hold, and dispose of real and personal property for the benefit of members of The Church of Jesus Christ of Latter-day Saints residing and who may hereafter reside within the boundaries of the Grantor. The incumbent corporate officer of Grantor is the current Stake President of the South Weber Utah Stake of The Church of Jesus Christ of Latter-day Saints. Steven K. Peterson is the current Stake President of the South Weber Utah Stake of The Church of Jesus Christ of Latter-day Saints, and is therefore the current incumbent corporate officer of Grantor.

C. The Land currently receives culinary and irrigation water from Grantee through five connections to Grantee's water system.

D. Grantee has approached Grantor and expressed interest in drilling a new well on the Land. Grantee needs an additional water source to meet demand, and its well siting study identified a suitable location on the north end of the Land.

E. Grantor is willing to accommodate the needs and desires of Grantee, subject to the terms and conditions set forth in this Agreement.

F. The Parties have concurrently herewith entered into certain Pipeline and Power Easements whereby Grantor has granted to Company certain easements across the Land for the installation and operation of the New Well (defined below).

NOW THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

SECTION 1. Easements.

(a) Well Easement. Grantor grants to Grantee a non-exclusive easement (the “**Well Easement**”) on, over, across, under and through that certain portion of the Land more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by this reference (the “**Well Easement Area**”) for the purposes of installing, constructing, operating, using, maintaining, inspecting and repairing an eight (8) to ten (10) inch diameter culinary water well and facilities, including, a well house, water lines, power lines, pumps, booster stations, and other such facilities as may be required to operate and maintain the well and to connect the well to Grantee’s existing water system and other related appurtenances (collectively, the “**New Well**”).

(b) Temporary Construction Easement. Grantor grants to Grantee a temporary construction easement (the “**Temporary Easement**”) on, over, across, under and through that certain portion of the Land more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by this reference (the “**Temporary Easement Area**”) for the purpose of accommodating the movement of materials and equipment during the construction and installation of the New Well including the removal of material from the well and the discharge of water from the well during construction. The Temporary Easement will terminate on the earlier of: (i) the date that the New Well is complete or (ii) twelve (12) months from the Effective Date.

(c) Access Easement. Grantor grants to Grantee a non-exclusive easement (the “**Access Easement**”) on, over and across that certain portion of the Land more particularly described and depicted on Exhibit D, attached hereto and incorporated herein by this reference (the “**Access Easement Area**”, and, together with the Well Easement Area and the Temporary Easement Area, the “**Easement Areas**”) for the purpose of accessing the New Well.

SECTION 2. Access.

(a) Grantee and its agents, servants, employees, consultants, contractors, and subcontractors (collectively, the “**Agents**”) shall have the right to enter the Easement Areas for the purposes permitted by this Agreement. Grantee will require its Agents to exercise extreme caution when accessing the Easement Areas, and Grantee and its Agents shall immediately close and secure any gates opened by Grantee or its Agents to access the Easement Areas. Grantee and its Agents shall enter upon the Easement Areas at its/their sole risk and hazard, and Grantee, its Agents and its/their successors and assigns hereby release Grantor from any claims relating to the condition of the Easement Areas and the entry upon the Easement Areas by Grantee and/or its Agents. Alcohol and tobacco are strictly prohibited on the Land. Grantee and its Agents will

not make verbal or physical contact with the campers. The foregoing specifically excludes communication necessary in the event of an emergency.

SECTION 3. Construction, Design and Permitting of New Well.

(a) Grantee agrees to construct, at its sole cost and expense, the New Well. The New Well may be constructed by Grantee at such time as shall be deemed convenient and desirable by Grantee; provided that Grantee shall not construct, develop or pump test the New Well from June to August, so as not to interfere with Grantor's use of the Land.

(b) Grantee's water rights will be used in conjunction with the authorization of the New Well. Grantor's water rights will not be used in any way for the New Well.

(c) Grantee, at its sole cost and expense, shall be responsible for designing the New Well. Grantee shall submit design plans and a construction schedule for the New Well (collectively, the "**Design Plans**") to Grantor for its review and approval prior to commencement of construction. Construction shall be completed in strict compliance with the Design Plans, subject to such modifications, as shall be approved in advance by Grantor. Grantor shall not unreasonably withhold approval of the Design Plans. Grantee shall not construe Grantor's approval of the Design Plans as approving technical specifications, structural integrity, safety, or compliance with federal, state or local standards. Grantor disclaims any and all responsibility relating to the foregoing, and does not, by approving the Design Plans, assume liability whatsoever for any defects in construction or design.

Grantee shall submit the Drinking Water Source Protection Plan, as defined in Utah Administrative Code Rule R309-600 (the "**DWSP Plan**"), including any updates thereto in accordance with Utah Administrative Code Subsection R309-600-7(e), and any and all related materials, forms, maps, applications, and other instruments prepared for submission to the State of Utah or Weber County relating to the New Well (collectively, the "**Submission Materials**"), to Grantor for its review and approval prior to any submission of the Submission Materials to the State of Utah or Weber County. Grantor shall not unreasonably withhold approval of the Submission Materials and its review shall include, but not be limited to, the delineation of protection zones and the pumping rate of the New Well.

(d) Grantee shall take all commercially reasonable steps to minimize its impact on the surface, wildlife, natural vegetation and other uses of the Land. Grantee shall inform and train all of the its Agents regarding these requirements prior to entry onto the Easement Areas. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction.

(e) Grantee shall be solely responsible, at its expense, for obtaining approval for the New Well from the Utah State Engineer, and for all other permits and licenses required in connection with the construction and operation of the New Well. The New Well shall meet all requirements of the Utah State Engineer or as otherwise imposed by applicable law.

(f) Grantee shall ensure that the impacts on the Land due to well construction activities shall be limited to the Easement Areas. Any damage to the Land shall be restored by Grantee. Grantee will provide a written schedule prior to commencing well construction.

(g) Grantee and Grantor acknowledge that the New Well will subject the Land to Section 108-18 of the Code of Ordinances, Weber County, Utah (the “**Weber County Code**”) which prohibits the use of potential contamination sources within a 100-foot radius of the New Well, defined in the Weber County Code as “**Zone One**.” The portion of the Property subject to the Zone One prohibited uses set forth in the Weber County Code and in this Agreement is described and depicted on Exhibit E, attached hereto and incorporated herein by this reference. The improvements existing within Zone One as of the Effective Date, including, but not limited to, potential contamination sources, shall not be removed, relocated, or upgraded without the approval of Grantor, exercised in its sole and absolute discretion, not to be unreasonably withheld, and, in the event such approval is provided by Grantor, any and all costs associated with such removal, relocation, or upgrading shall be borne exclusively by Grantee.

(h) Grantee and Grantor acknowledge that the New Well will subject the Land to Section 108-18 of the Weber County Code which restricts and in some circumstances prohibits the use of potential contamination sources within an area defined in the Weber County Code as “**Zone Two**,” which Grantee estimates shall comprise an area equal to a 180-foot radius from the New Well. In the event that Zone Two becomes larger than a 180-foot radius from the New Well, Grantee shall reduce the pumping rate of the New Well such that the area of Zone Two shall be and remain equal to a 180-foot radius from the New Well. The improvements existing within Zone Two as of the Effective Date, including, but not limited to, potential contamination sources, shall not be removed, relocated, or upgraded without the approval of Grantor, exercised in its sole and absolute discretion, not to be unreasonably withheld, and, in the event such approval is provided by Grantor, any and all costs associated with such removal, relocation, or upgrading within Zone Two shall be borne exclusively by Grantee.

(i) Grantor will be given a ninety (90) days notice by Grantee of any planned maintenance or reconstruction on the New Well. Grantor will be given opportunity to review and comment on planned projects in advance of commencement of construction.

SECTION 4. Operation of New Well by Company.

(a) Grantee may use water from the New Well at Grantee’s discretion. Uncontrolled discharges from the New Well are prohibited. The New Well will either pump directly into a Company transmission pipeline, or discharge-to-waste through safe and non-erosive transmission to a nearby receiving stream (North Fork Ogden River).

SECTION 5. Maintenance and Restoration.

(a) Grantee, at its sole cost and expense, shall maintain and repair the New Well and the Easement Areas in good order and condition. Grantee shall promptly repair any damage to the Land and Grantor’s improvements located thereon (including, without limitation, any and all fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt and soft surfaces, reasonable landscaping, fences, signs, lighting, buildings, etc.) caused by Grantee and/or its Agents, and shall restore the Land and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Easement Areas by Grantee and its Agents. Grantee’s restoration responsibilities shall also include, but not be limited to: (i) removal of all property, equipment or materials which it has caused to be placed

upon the Land; (ii) mounding of the same topsoil by "double ditching" which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) filling all trenches with water packed backfill; (iv) filling in and repairing of all other portions of the Land which are damaged, rutted or otherwise disturbed as a result of Grantee's or its Agents' operations; (v) grading the areas in which the soils were removed and relocated, including roadways used on the Land; (vi) leaving the Land in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither environmental hazards, nor liens caused by Grantee's activities.

SECTION 6. Consideration. In consideration for the easements granted herein, Grantee agrees to: (i) pay to Grantor in legal tender of the United States of America an amount equal to Six Hundred Dollars (\$600.00); and (ii) Grantee will provide all necessary culinary water service to the Land at no cost to Grantor and equal to at least, but not limited to, Twenty Thousand (20,000) gallons per connection per month. Grantee agrees that the Land will have three (3) service connections and that Grantor may hold two (2) additional connections in reserve (dormant) for future use.

SECTION 7. Use of the Land. Grantee will not be authorized to use the wellhouse or Easement Areas for long-term storage, staging or for any other purposes.

SECTION 8. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Areas for any use not inconsistent with Grantee's permitted use of the Easement Areas as long as such does not unreasonably interfere with Grantee's permitted use of the Easement Areas. Without limiting the above, Grantor reserves the right to relocate or require the relocation of the Temporary Easement Area and the Access Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and such relocation terminates the use of those easement areas in its/their prior location.

SECTION 9. Abandonment of the New Well. In the event that Grantee (i) decides to abandon the New Well, (ii) ceases to make use of the New Well for a period of one (1) year, or (iii) fails to obtain the required approvals of the DWSP Plan within six (6) months of its submission, (a) this Agreement and the Well Easement and the Access Easement granted herein shall automatically terminate and either party may record an instrument providing notice of such termination, and (b) Grantee shall, at its sole cost and expense, close, cap and abandon the New Well and all appurtenant improvements thereto in a good and workmanlike manner and in accordance with all applicable state and local statutes, ordinances, rules and regulations.

SECTION 10. Compliance with Laws. Grantee and its Agents will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws. Grantee's and its Agents' obligations include complying with all applicable Hazardous Waste Laws relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Substances (collectively,

“Hazardous Substances Laws”). As used in this Agreement, the term “Hazardous Waste Laws” means any and all present and future applicable (i) federal, state and local statutes, laws, rules and/or regulations.

SECTION 11. Liens. Grantee shall keep the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor (with counsel selected by Grantor) from any liens that may be placed on the Land and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of its Agents. Any such liens shall be released of record within thirty (30) days.

SECTION 12. Taxes. Any increase in general ad valorem taxes assessed to the Land without reduction for any exemption or reduction (such as through the Farmland Assessment Act) due to Grantee’s use or occupation of the Land shall be borne by Grantee and paid to Grantor within thirty (30) days receipt of the tax notice. Grantee shall pay all taxes and assessments levied against, or resulting from, the New Well.

SECTION 13. Insurance. Grantee and its Agents shall obtain insurance policies as set forth below. Grantee will ensure that prior to entering onto the Easement Area, all of its Agents and other such parties who assist with the construction, maintenance or use of the Easement Areas are covered under the terms of Grantee’s insurance policies as set forth below, or that such parties obtain similar policies which, at a minimum, provide Grantor the same protections.

(a) Liability Insurance Coverage and Limits. Prior to entering onto the Easement Areas, Grantee and its Agents will obtain and maintain a policy of commercial general liability insurance with respect to the Land and insuring against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Areas and the ways immediately adjoining the Easement Areas, with a “Combined Single Limit” (covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor will be endorsed as an additional insured on such policy on ISO Form CG20 10 (10/93) or its equivalent.

(b) Workers’ Compensation Insurance. Grantee and its Agents must agree to maintain and keep in force, during the term hereof, all applicable Workers’ Compensation and Employers’ Liability Insurance required under applicable Workers’ Compensation Acts and/or applicable law.

(c) Automobile Insurance. Grantee and its Agents must agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to “Any Auto.”

SECTION 14. Indemnification. As a contractual condition and material consideration of this Agreement, Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor (“Affiliates”), and its and their Affiliates’ officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any

and all liens, liabilities, encumbrances, costs, demands, claims, penalties, fines, judgments, losses, and/or damage (including, without limitation, costs or expenses (including attorneys' fees, consultant fees, and expert fees) including for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly out of: (i) the presence in, on, under, or about the Land, or any discharge or release in or from the Land of any Hazardous Substances, relating to the New Well or this Agreement or; (ii) Grantee's failure to comply with any applicable law or regulation now or hereafter enacted; (iii) the acts and omissions of Grantee and its Agents; (iv) the use of the Easement Areas or the New Well by Grantee and its Agents; (v) claims against Grantor, its Affiliates, and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns, by third parties using the New Well or trespassing on the New Well; (vi) any breach or default by Grantee or its Agents of any of its/their obligations under this Agreement; and (vii) any work performed on the Land by Grantee or its Agents, provided, however, that the foregoing indemnity shall not apply to the extent any such claim is caused by the gross negligence or willful misconduct of Grantor. Grantee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, any and all reasonable costs incurred in connection with any investigation of site conditions, and any and all reasonable costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Land, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

SECTION 15. Notice. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended, or (iii) when delivered by a reputable overnight delivery service. All notices shall be given at the following addresses:

If to Grantor: Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
Attn: Real Estate Division (PN 502-1332)
50 East North Temple
Salt Lake City, UT 84111

With a copy to: Kirton McConkie
Attn: Rob Walker
50 East South Temple
Salt Lake City, UT 84111

If to Grantee: Liberty Pipeline Company
Attn: Pen Hollist
3707 N. 3500 E.
Liberty, UT 84310

With a copy to: Parsons Behle & Latimer
Attn: Wendy Crowther
201 South Main Street
Suite 1800
Salt Lake City, Utah 84111

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

SECTION 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, representations, or agreements of the parties regarding the same.

SECTION 17. Further Acts. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

SECTION 18. No Agency or Partnership. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

SECTION 19. Legal Compliance. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement. Any terms which the parties are mandated by law to include in this Agreement shall be considered part of this Agreement.

SECTION 20. Amendment. This Agreement cannot be amended except by a written instrument signed by the parties.

SECTION 21. Authority. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

SECTION 22. Governing Law. This Agreement shall be interpreted and enforced under the laws of the State of Utah.

SECTION 23. Successorship. This Agreement shall be binding upon the parties' successors and assigns.


SECTION 24. Counterparts; Signatures. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no

party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[signatures and acknowledgments to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MOUNT OGDEN STAKE OF THE CHURCH
OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: 
Name: Steven K. Peterson
Its: President and Incumbent Corporate Officer

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 15th day of October, 2015, personally appeared before me Steven K. Peterson, personally known to me to be the President and incumbent corporate officer of MOUNT OGDEN STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as President and incumbent corporate officer for MOUNT OGDEN STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.




NOTARY PUBLIC FOR THE STATE OF UTAH

[signatures and acknowledgements to follow]

LIBERTY PIPELINE CO., a nonprofit
mutual benefit corporation of the State of
Utah

By: *Michael Rhodes*
Its: president

ATTEST & COUNTERSIGN:

Jodi Lyn Davis
Vice President
For Company Secretary/Treasurer

On this 16 day of October, 2015 personally appeared before me
Michael Rhodes, personally known to me to be the president of
LIBERTY PIPELINE CO., a private water company of the State of Utah, who acknowledged
before me that he signed the foregoing instrument as president for LIBERTY
PIPELINE CO., a private water company of the State of Utah, and that said instrument is the free
and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath
stated that he was authorized to execute said instrument on behalf of said corporation and that
said corporation executed the same.

WITNESS my hand and official seal.

Jodi Lyn Davis
NOTARY PUBLIC

[end of signatures and acknowledgements]

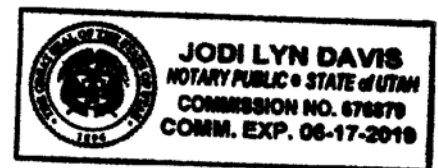


EXHIBIT A

(Legal Description of the Land)

A PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, BEING LOCATED SOUTH 89°38'45" WEST 191.02 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE SOUTH 24°42'03" EAST 444.30 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID LINE SOUTH 0°45'26" WEST 2163.30 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 90°00'00" WEST 1155.00 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0°45'36" EAST 2561.02 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID LINE NORTH 89°38'45" EAST 963.98 FEET TO THE POINT OF BEGINNING. CONTAINING 2,923,031 SQ. FT. OR 67.10 ACRES.

EXHIBIT B

(Legal Description and Depiction of the Well Easement Area)

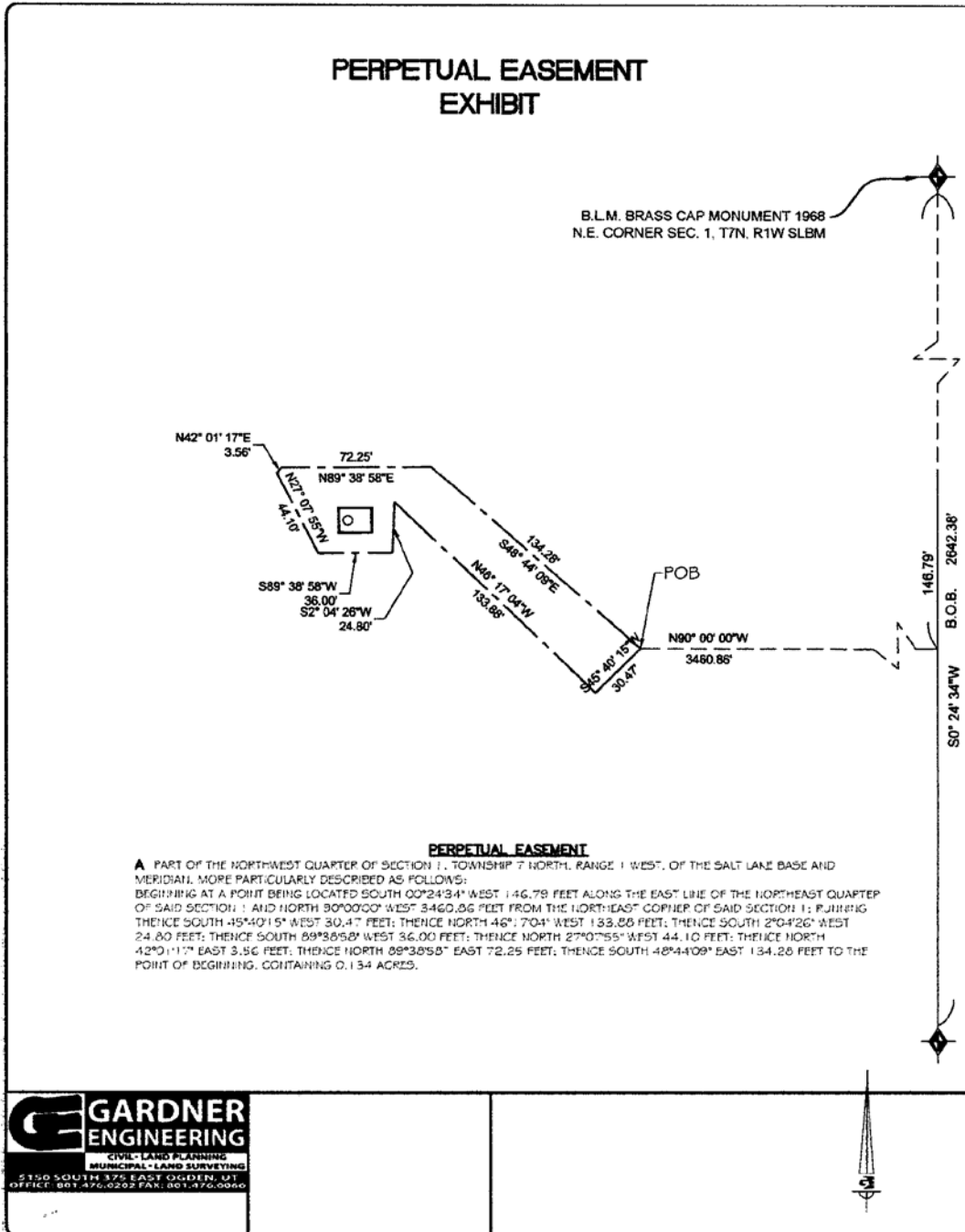


EXHIBIT C

(Legal Description and Depiction of the Temporary Easement Area)

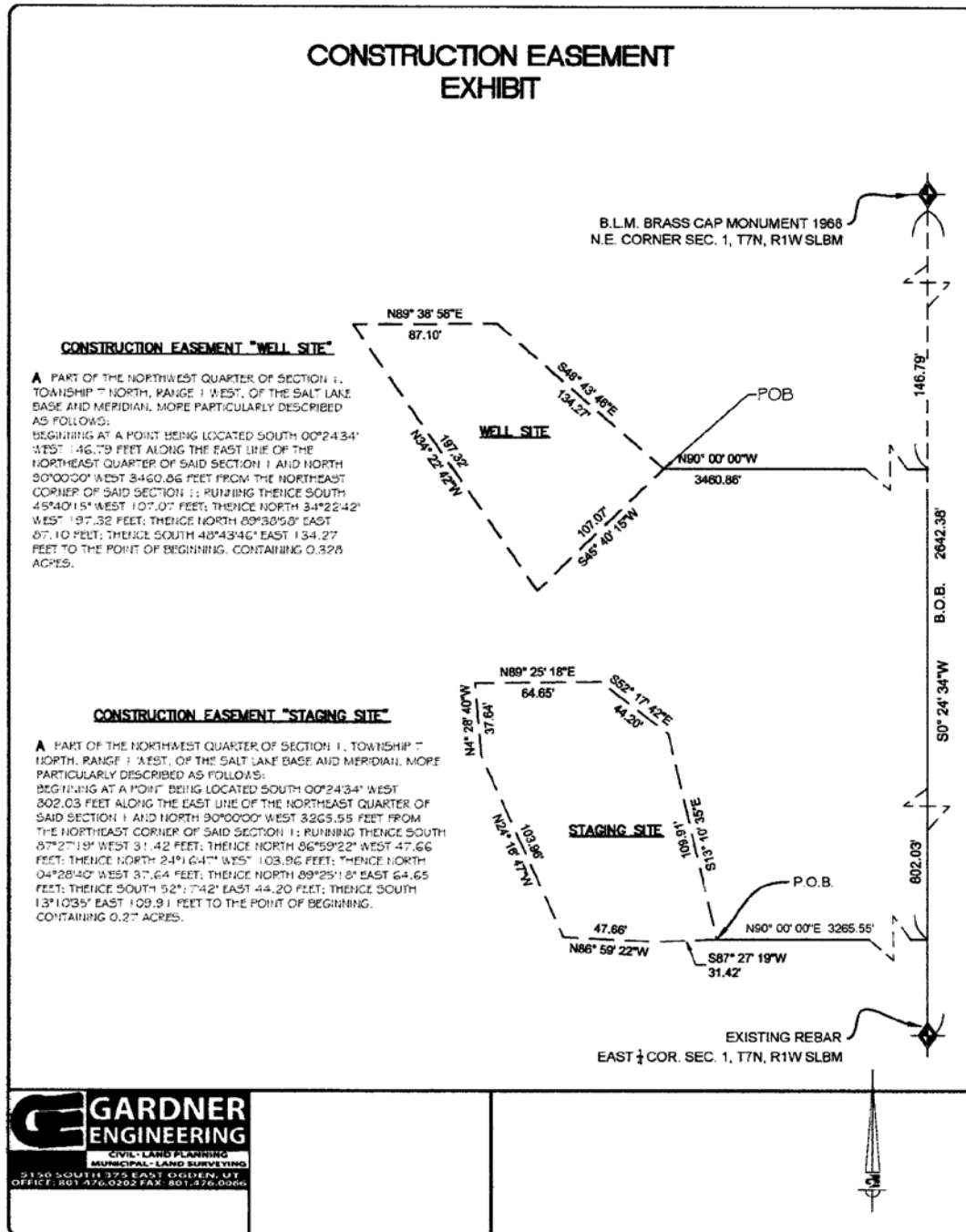


EXHIBIT D

(Legal Description and Depiction of the Access Easement Area)

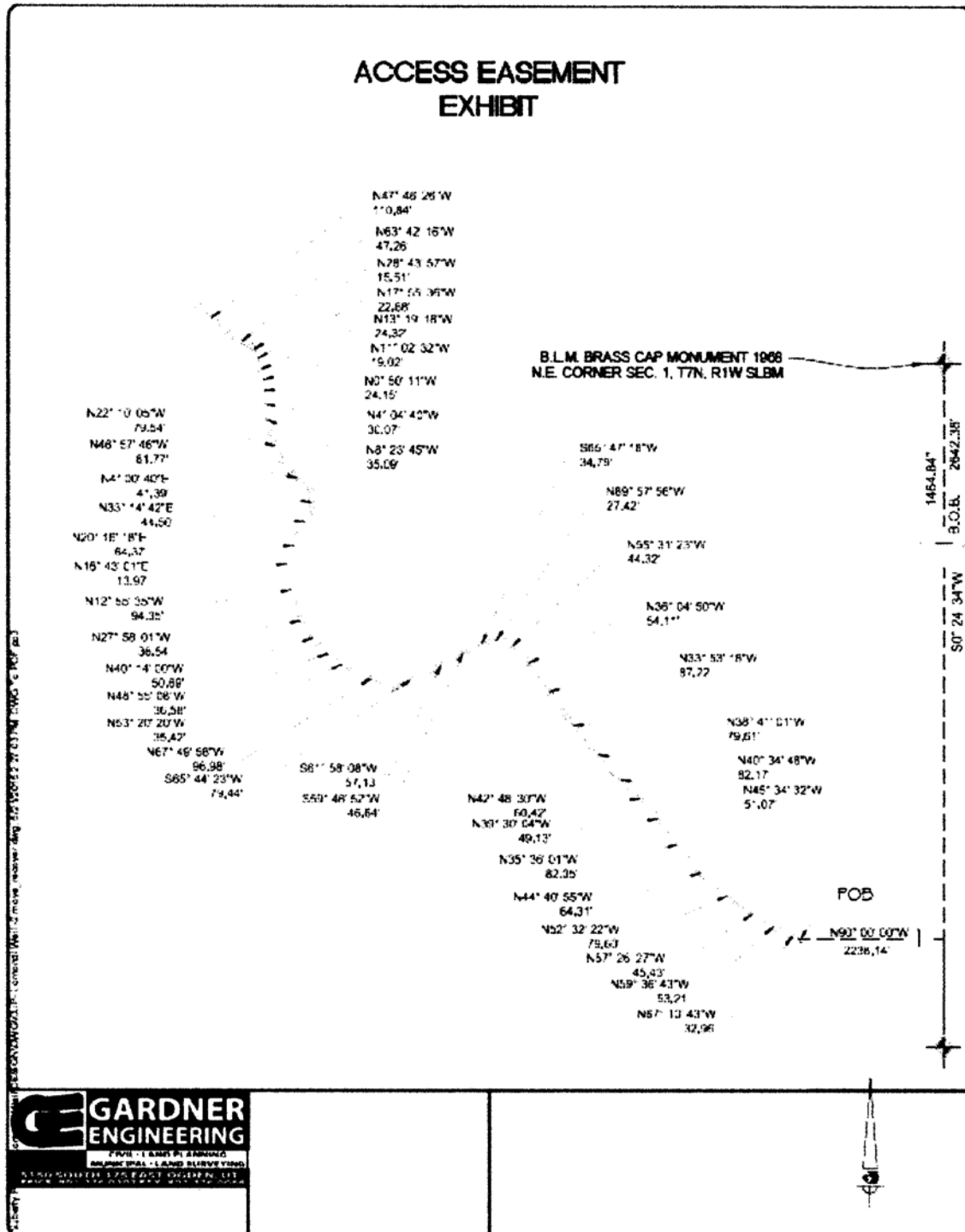


EXHIBIT E

(Legal Description and Depiction of Zone One)

