

PERPETUAL EASEMENT

H. Lewis Swain Jr. Family Trust hereafter referred to as (Swain Trust), of Weber County, Utah, Grantor, for one dollar and other valuable consideration, receipt of which is hereby acknowledged does hereby grant and warrant to the LIBERTY PIPELINE COMPANY (hereinafter "Company"), a corporation of the State of Utah, Grantee, and its heirs and assigns a permanent, non-exclusive easement to access, maintain, operate, repair, inspect and protect a well house adjacent to the Grantor's property line, upon, over, under, across, and through Grantors' property described on Exhibit "A" and illustrated on Exhibit "B" attached hereto.

**RECITALS**

SECTION 1. Indemnification. As a contractual condition and material consideration of this Agreement, the Company and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to SWAIN TRUST) and hold harmless SWAIN TRUST, and any entity controlling, controlled by or under control with SWAIN TRUST ("**Affiliates**"), and its 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) the Company's failure to comply with any applicable law or regulation now or hereafter enacted; (iii) the acts and omissions of the Company and its Agents; (iv) the use of the Easement Areas or the New Well by the Company and its Agents; (v) claims against SWAIN TRUST, 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 the Company or its Agents of any of its/their obligations under this Agreement; and (vii) any work performed on the Land by the Company 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 SWAIN TRUST or its Agents. The Company'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 2. Maintenance and Restoration.

The Company, at its sole cost and expense, shall maintain and repair the New Well and the Easement Areas in good order and condition. The Company shall promptly repair any damage to the Land and SWAIN TRUST'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 the Company 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 the Company and its Agents. The Company'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 the Company 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 the Company'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 the Company's activities, and subject to neither environmental hazards, nor liens caused by the Company's activities.

WITNESS the hand of the Grantor this\_\_\_\_\_day of

\_\_\_\_\_, 2015.

LIBERTY PIPELINE COMPANY,  
a Utah Corporation

By: \_\_\_\_\_  
Its President

\_\_\_\_\_  
H Lewis Swain Jr  
Family Trust

By: \_\_\_\_\_  
Trustee

State of Utah )

§

County of \_\_\_\_\_ )

On this \_\_\_\_\_, day of \_\_\_\_\_, 2015, personally appeared before me

\_\_\_\_\_, whose identity is personally known to me

(name of document signer)

(or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did

say that he/she/they are the \_\_\_\_\_ of H Lewis Swain Jr Family Trust

Trustee

and that said document was signed by him/her in behalf of said \*Trust, and said

\_\_\_\_\_ acknowledged to me that said \*Trust executed the same

(name of document signer)

\_\_\_\_\_

Notary Public

EXHIBIT "A"

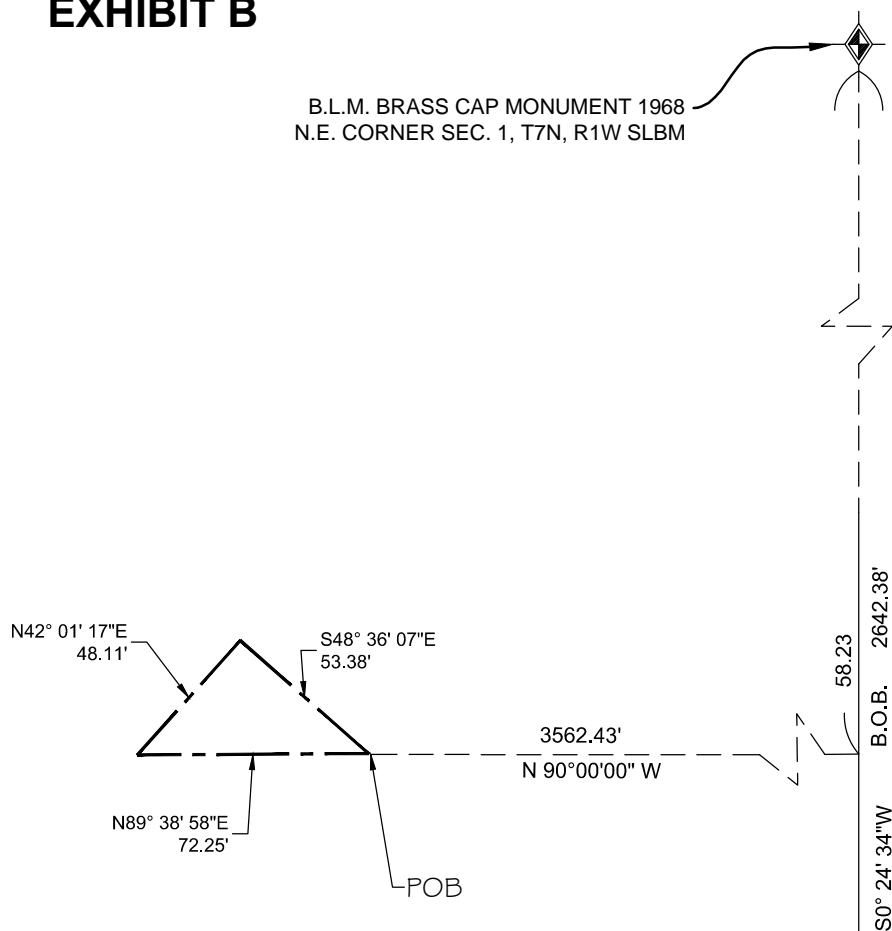
**PERPETUAL EASEMENT**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING LOCATED SOUTH 00°24'34" WEST 58.23 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 AND NORTH 90°00'00" WEST 3562.43 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1; RUNNING THENCE NORTH 89°38'58" EAST 72.25 FEET; THENCE NORTH 42°01'17" EAST 48.11 FEET; THENCE SOUTH 48°36'07" EAST 53.38 FEET TO THE POINT OF BEGINNING. CONTAINING 0.030 ACRES.

# SWAIN - PERPETUAL EASEMENT EXHIBIT

## EXHIBIT B



### PERPETUAL EASEMENT

**A** PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING LOCATED SOUTH 00°24'34" WEST 58.23 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 AND NORTH 90°00'00" WEST 3562.43 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1; RUNNING THENCE NORTH 89°38'58" EAST 72.25 FEET; THENCE NORTH 42°01'17" EAST 48.11 FEET; THENCE SOUTH 48°36'07" EAST 53.38 FEET TO THE POINT OF BEGINNING. CONTAINING 0.030 ACRES.



SOURCE PROTECTION EASEMENT

H. Lewis Swain Jr. Family Trust, of Weber County, Utah, Grantor, for one dollar and other valuable consideration, receipt of which is hereby acknowledged does hereby grant and warrant to the LIBERTY PIPELINE COMPANY (hereinafter "Company"), a corporation of the State of Utah, Grantee, and its heirs and assigns a permanent, non-exclusive easement/well protection zone easement to protect and maintain Grantee's well from contamination, and as necessary to comply with applicable drinking water source protection laws and regulations upon, over, under, across, and through Grantors' property described on Exhibit "A" and illustrated on Exhibit "B" attached hereto.

WITNESS the hand of the Grantor this\_\_\_\_\_day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
H Lewis Swain Jr  
Family Trust

By: \_\_\_\_\_  
Trustee

LIBERTY PIPELINE COMPANY,  
a Utah Corporation

By: \_\_\_\_\_  
Its President

State of Utah )

§

County of \_\_\_\_\_ )

On this \_\_\_\_\_, day of \_\_\_\_\_, 2015, personally appeared before me

\_\_\_\_\_, whose identity is personally known to me

(name of document signer)

(or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she/they are the \_\_\_\_\_ of H Lewis Swain Jr Family Trust

Trustee

and that said document was signed by him/her in behalf of said \*Trust, and said

\_\_\_\_\_ acknowledged to me that said \*Trust executed the same

(name of document signer)

\_\_\_\_\_  
Notary Public

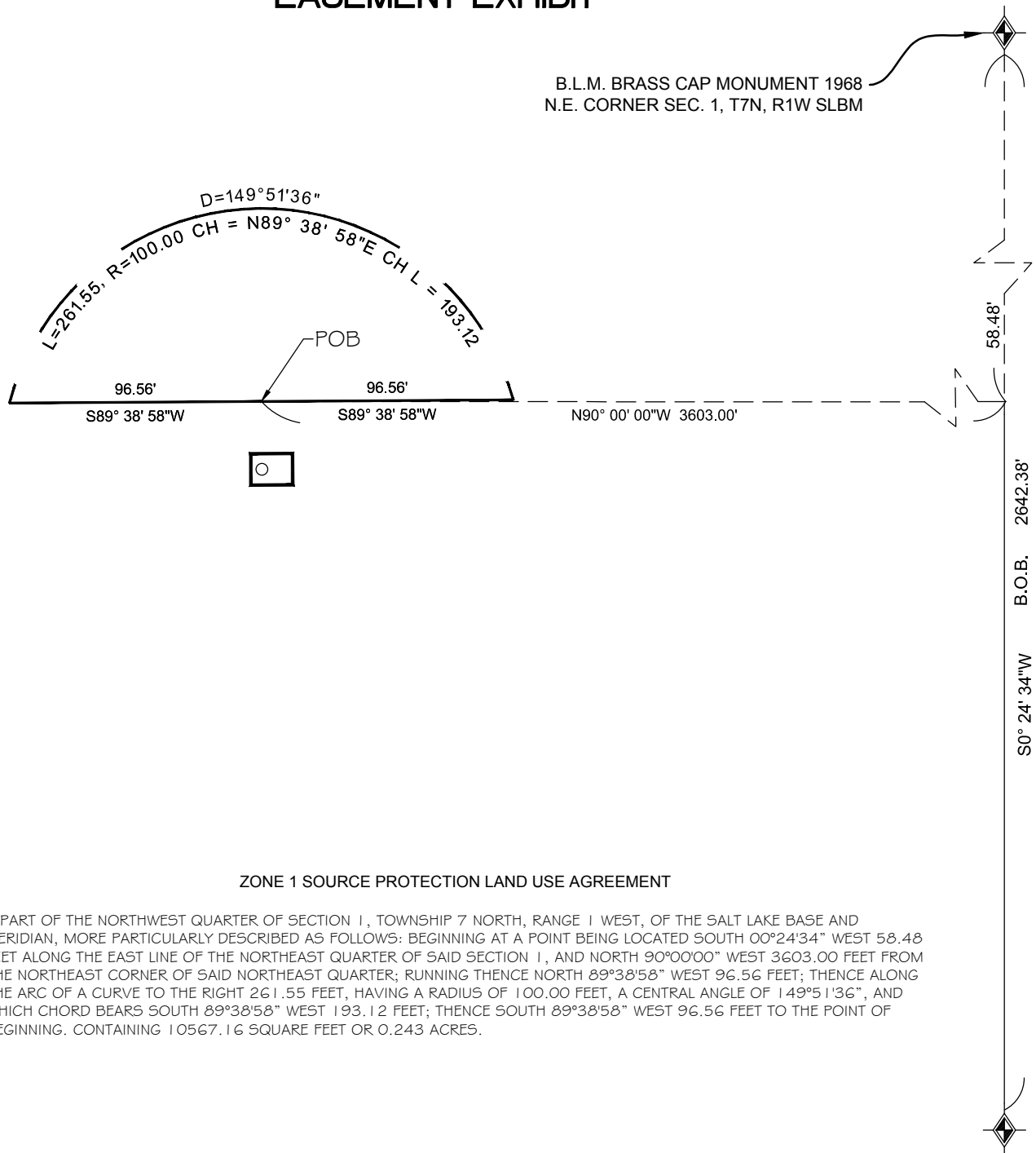
EXHIBIT "A"

SOURCE PROTECTION EASEMENT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING LOCATED SOUTH 00°24'34" WEST 58.48 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, AND NORTH 90°00'00" WEST 3603.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; RUNNING THENCE NORTH 89°38'58" WEST 96.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 261.55 FEET, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 149°51'36", AND WHICH CHORD BEARS SOUTH 89°38'58" WEST 193.12 FEET; THENCE SOUTH 89°38'58" WEST 96.56 FEET TO THE POINT OF BEGINNING. CONTAINING 10567.16 SQUARE FEET OR 0.243 ACRES.



# EXHIBIT B SWAIN-SOURCE PROTECTION ZONE 1 EASEMENT EXHIBIT



## ZONE 1 SOURCE PROTECTION LAND USE AGREEMENT

A PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING LOCATED SOUTH 00°24'34\"/>



CONSTRUCTION EASEMENT

H. Lewis Swain Jr. Family Trust hereafter referred to as (Swain Trust), of Weber County, Utah, Grantor, for one dollar and other valuable consideration, receipt of which is hereby acknowledged does hereby grant and warrant to the LIBERTY PIPELINE COMPANY (hereinafter "Company"), a corporation of the State of Utah, Grantee, and its heirs and assigns a temporary easement to use and occupy during the initial drilling and construction of a well, well house and appurtenances thereto for the accommodation of construction equipment, materials, and excavated earth, over and across Grantor's property described on Exhibit "A" and illustrated on Exhibit "B" attached hereto.

The easement granted by this Easement for temporary construction use of those portions of the property as may lie outside the boundaries of the permanent easement granted by Grantors to Grantee shall cease and terminate immediately following the completion of the drilling and construction of the well referenced above.

This instrument and the covenants and commitments herein contained shall inure for the benefit and be binding and obligatory upon the heirs, successors, and assigns of the respective parties.

**RECITALS**

SECTION 1. Indemnification. As a contractual condition and material consideration of this Agreement, the Company and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to SWAIN TRUST) and hold harmless SWAIN TRUST, and any entity controlling, controlled by or under control with SWAIN TRUST ("**Affiliates**"), and its 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) the Company's failure to comply with any applicable law or regulation now or hereafter enacted; (iii) the acts and omissions of the Company and its Agents; (iv) the use of the Easement Areas or the New Well by the Company and its Agents; (v) claims against SWAIN TRUST, 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 the Company or its Agents of any of its/their obligations under this Agreement; and (vii) any work performed on the Land by the Company 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 SWAIN TRUST or its Agents. The Company'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 2. Maintenance and Restoration.

The Company, at its sole cost and expense, shall maintain and repair the New Well and the Easement Areas in good order and condition. The Company shall promptly repair any damage to the Land and SWAIN TRUST'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 the Company 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 the Company and its Agents. The Company'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 the Company 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 the Company'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 the Company's activities, and subject to neither environmental hazards, nor liens caused by the Company's activities.

WITNESS the hand of the Grantor this\_\_\_\_\_day of  
\_\_\_\_\_, 2015.

LIBERTY PIPELINE COMPANY,  
a Utah Corporation

By: \_\_\_\_\_  
Its President

\_\_\_\_\_  
H Lewis Swain Jr  
Family Trust

By: \_\_\_\_\_  
Trustee

State of Utah )

§

County of \_\_\_\_\_ )

On this \_\_\_\_\_, day of \_\_\_\_\_, 2015, personally appeared before me

\_\_\_\_\_, whose identity is personally known to me

(name of document signer)

(or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did

say that he/she/they are the \_\_\_\_\_ of H Lewis Swain Jr Family Trust

Trustee

and that said document was signed by him/her in behalf of said \*Trust, and said

\_\_\_\_\_ acknowledged to me that said \*Trust executed the same

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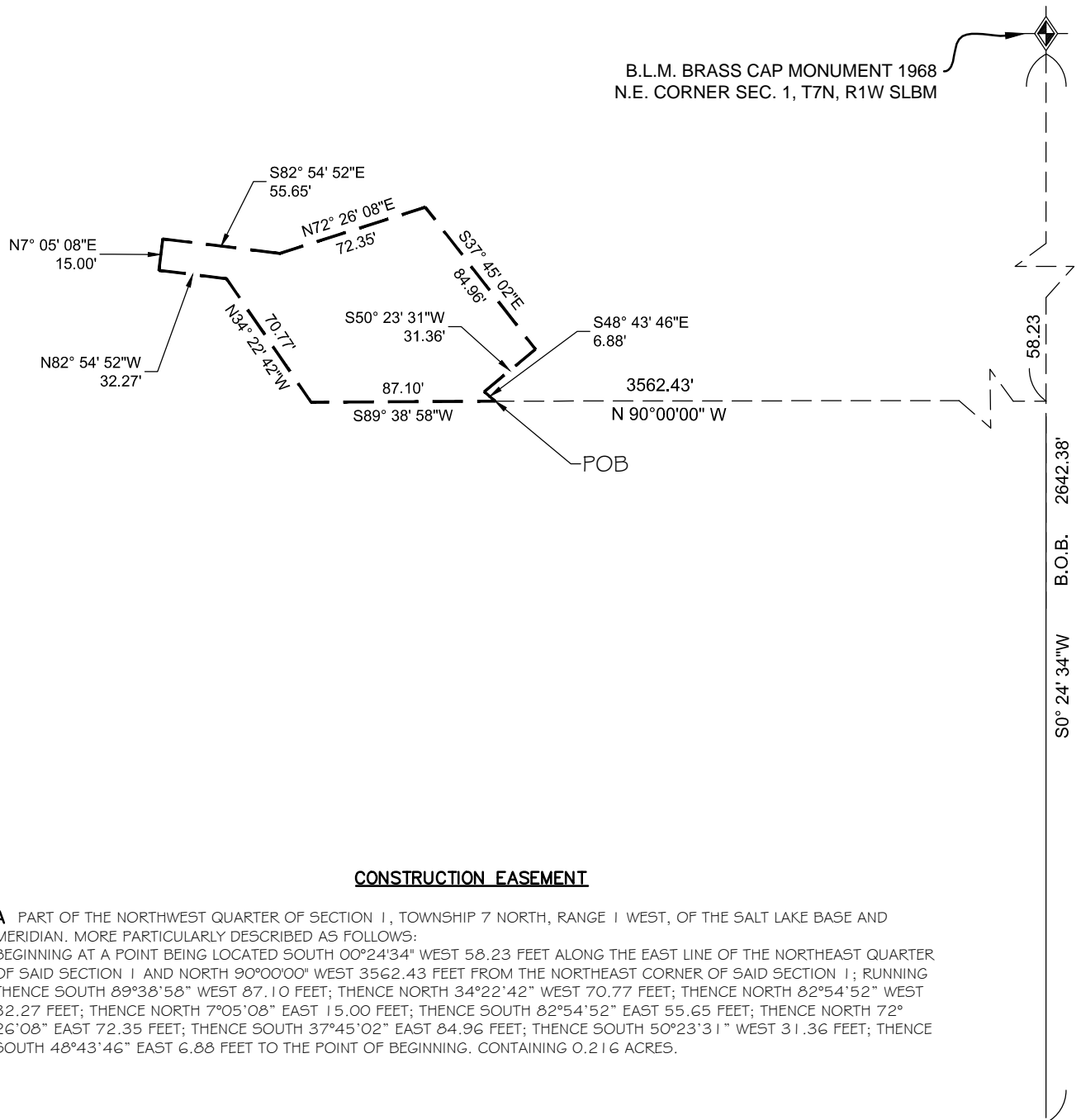
\_\_\_\_\_  
Notary Public

EXHIBIT "A"

Description of Construction Easement

LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING LOCATED SOUTH 00°24'34" WEST 58.23 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 AND NORTH 90°00'00" WEST 3562.43 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1; RUNNING THENCE SOUTH 89°38'58" WEST 87.10 FEET; THENCE NORTH 34°22'42" WEST 70.77 FEET; THENCE NORTH 82°54'52" WEST 32.27 FEET; THENCE NORTH 7°05'08" EAST 15.00 FEET; THENCE SOUTH 82°54'52" EAST 55.65 FEET; THENCE NORTH 72°26'08" EAST 72.35 FEET; THENCE SOUTH 37°45'02" EAST 84.96 FEET; THENCE SOUTH 50°23'31" WEST 31.36 FEET; THENCE SOUTH 48°43'46" EAST 6.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.216 ACRES.

# SWAIN - CONSTRUCTION EASEMENT EXHIBIT EXHIBIT B



## CONSTRUCTION EASEMENT

**A** PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT BEING LOCATED SOUTH 00°24'34" WEST 58.23 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 AND NORTH 90°00'00" WEST 3562.43 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1; RUNNING THENCE SOUTH 89°38'58" WEST 87.10 FEET; THENCE NORTH 34°22'42" WEST 70.77 FEET; THENCE NORTH 82°54'52" WEST 32.27 FEET; THENCE NORTH 7°05'08" EAST 15.00 FEET; THENCE SOUTH 82°54'52" EAST 55.65 FEET; THENCE NORTH 72°26'08" EAST 72.35 FEET; THENCE SOUTH 37°45'02" EAST 84.96 FEET; THENCE SOUTH 50°23'31" WEST 31.36 FEET; THENCE SOUTH 48°43'46" EAST 6.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.216 ACRES.

