

When Recorded, Mail To:

Liberty Pipeline Company
3707 North 3500 East
Liberty, Utah 84310

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. _____

(space above for Recorder's use only)

WELL EASEMENT AGREEMENT

THIS WELL EASEMENT AGREEMENT (this "**Agreement**") is entered into on this _____ day of _____ 2015 (the "**Effective Date**") by and among CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**CPB**"), as grantor, and LIBERTY PIPELINE CO., a nonprofit mutual benefit corporation (the "**Company**"), as grantee.

RECITALS

A. CPB 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. The Land currently receives culinary and irrigation water from the Company through five connections to the Company's water system.

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

D. CPB is willing to accommodate the needs and desires of the Company, subject to the terms and conditions set forth in this Agreement.

E. The Parties have concurrently herewith entered into certain Pipeline and Power Easements whereby CPB has granted to Liberty Pipeline Co. 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. CPB grants to the Company 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 the Company’s existing water system and other related appurtenances (collectively, the “**New Well**”).

(b) Temporary Construction Easement. CPB grants to the Company 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. CPB grants to the Company 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) The Company 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. The Company will require its Agents to exercise extreme caution when accessing the Easement Areas, and the Company and its Agents shall immediately close and secure any gates opened by the Company or its Agents to access the Easement Areas. The Company and its Agents shall enter upon the Easement Areas at its/their sole risk and hazard, and the Company, its Agents and its/their successors and assigns hereby release CPB from any claims relating to the condition of the Easement Areas and the entry upon the Easement Areas by the Company and/or its Agents. Alcohol and tobacco are strictly prohibited on the Land. The Company 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) The Company agrees to construct, at its sole cost and expense, the New Well. The New Well may be constructed by the Company at such time as shall be deemed

convenient and desirable by the Company; provided that the Company shall not construct, develop or pump test the New Well from June to August, so as not to interfere with CPB's use of the Land.

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

(c) The Company, at its sole cost and expense, shall be responsible for designing the New Well. The Company shall submit design plans and a construction schedule for the New Well (collectively, the "**Design Plans**") to CPB 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 CPB. CPB shall not unreasonably withhold approval of the Design Plans. The Company shall not construe CPB's approval of the Design Plans as approving technical specifications, structural integrity, safety, or compliance with federal, state or local standards. CPB 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.

The Company 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 CPB for its review and approval prior to any submission of the Submission Materials to the State of Utah or Weber County. CPB 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) The Company shall take all commercially reasonable steps to minimize its impact on the surface, wildlife, natural vegetation and other uses of the Land. The Company shall inform and train all of its Agents regarding these requirements prior to entry onto the Easement Areas. The Company will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction.

(e) The Company 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) The Company 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 the Company. The Company will provide a written schedule prior to commencing well construction.

(g) The Company and CPB 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 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 CPB, exercised in its sole and absolute discretion, not to be unreasonably withheld, and, in the event such approval is provided by CPB, any and all costs associated with such removal, relocation, or upgrading shall be borne exclusively by the Company.

(h) The Company and CPB 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 the Company 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, the Company 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 CPB, exercised in its sole and absolute discretion, not to be unreasonably withheld, and, in the event such approval is provided by CPB, any and all costs associated with such removal, relocation, or upgrading within Zone Two shall be borne exclusively by the Company.

(i) CPB will be given a ninety (90) days notice by the Company of any planned maintenance or reconstruction on the New Well. CPB 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) The Company may use water from the New Well at the Company’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) 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 CPB’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 the 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.

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

SECTION 7. Use of the Land. The Company 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 CPB. CPB hereby reserves the right to use the Easement Areas for any use not inconsistent with the Company's permitted use of the Easement Areas as long as such does not unreasonably interfere with the Company's permitted use of the Easement Areas. Without limiting the above, CPB reserves the right to relocate or require the relocation of the Easement Areas or New Well at any time at CPB's cost and expense, provided that such relocation provides the Company with comparable easement rights and such relocation terminates the use of the Easement Areas in its/their prior location.

SECTION 9. Abandonment of the New Well. In the event that the Company (i) decides to abandon the New Well, (ii) ceases to make use of the New Well for a period of _____ (___) consecutive years, 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) the Company 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. The Company 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. The Company'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. The Company shall keep the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under the Company, and shall indemnify, hold harmless and agree to defend CPB (with counsel selected by CPB) 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 the Company 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 the Company’s use or occupation of the Land shall be borne by the Company and paid to CPB within thirty (30) days receipt of the tax notice. The Company shall pay all taxes and assessments levied against, or resulting from, the New Well.

SECTION 13. Insurance. The Company and its Agents shall obtain insurance policies as set forth below. The Company 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 the Company’s insurance policies as set forth below, or that such parties obtain similar policies which, at a minimum, provide CPB the same protections.

(a) Liability Insurance Coverage and Limits. Prior to entering onto the Easement Areas, the Company 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). CPB will be endorsed as an additional insured on such policy on ISO Form CG20 10 (10/93) or its equivalent.

(b) Workers’ Compensation Insurance. The Company 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. The Company 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, the Company and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to CPB) and hold harmless CPB, and any entity controlling, controlled by or under control with CPB (“**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) 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 CPB, 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 CPB. 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 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 CPB: 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 the Company: Liberty Pipeline Company
Attn: _____
3707 N. 3500 E.
Liberty, UT 84310

With a copy to: Parsons Behle & Latimer
Attn: _____
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]

DRAFT

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

CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____
Name (Print) _____
Its: Authorized Agent

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2015, personally appeared before me _____, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP 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 Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said Corporation; 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: _____
Its: _____

ATTEST & COUNTERSIGN:

Company Secretary/Treasurer

On this ____ day of _____, 2015 personally appeared before me
_____, personally known to me to be the _____ of
LIBERTY PIPELINE CO., a private water company of the State of Utah, who acknowledged
before me that he signed the foregoing instrument as _____ 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.

NOTARY PUBLIC

[end of signatures and acknowledgements]

EXHIBIT A

(Legal Description of the Land)

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EXHIBIT B

(Legal Description and Depiction of the Well Easement Area)

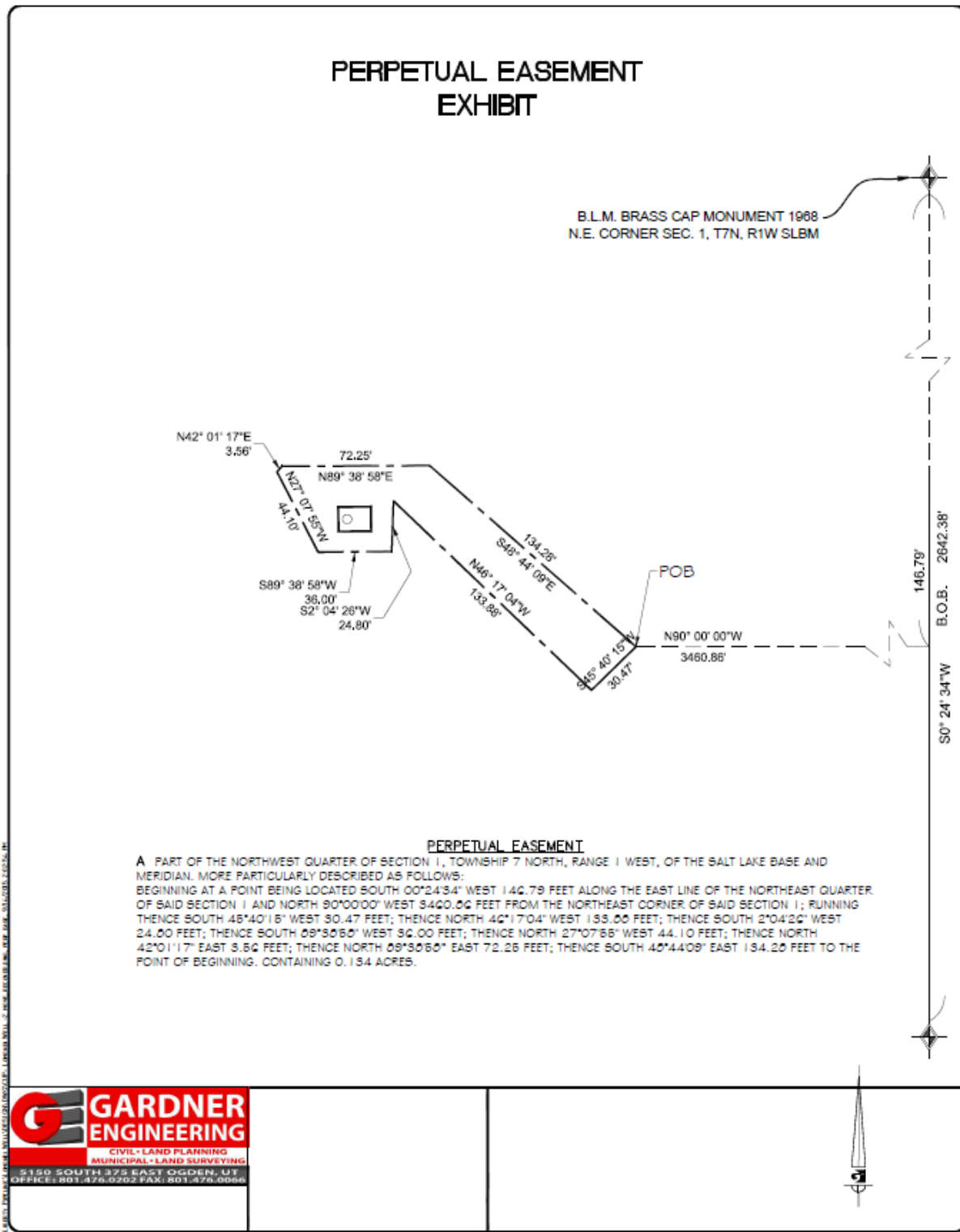
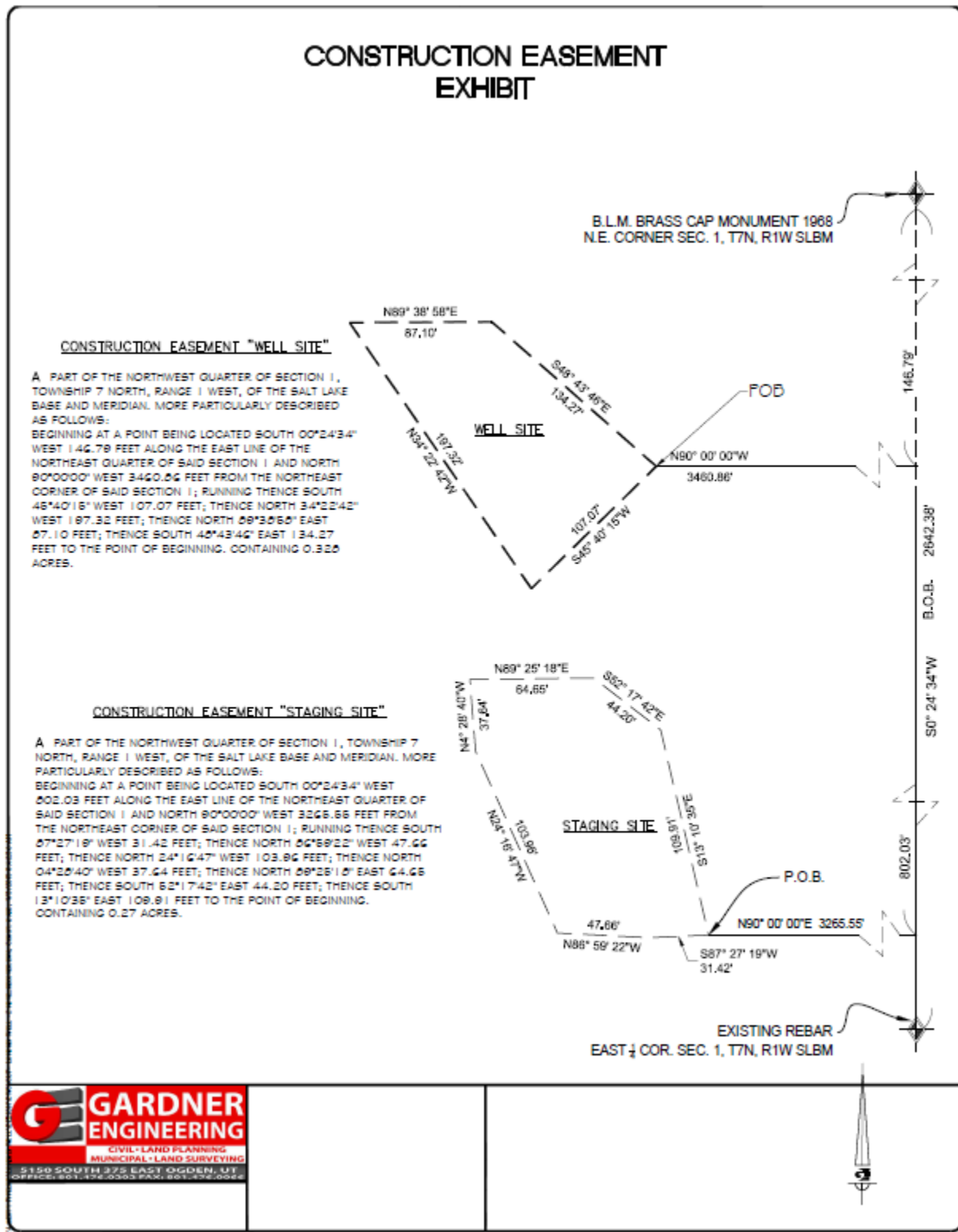


EXHIBIT C

(Legal Description and Depiction of the Temporary Easement Area)



(Legal Description and Depiction of the Access Easement Area)

