

When Recorded Return To:
The Ensign-Bickford Company
c/o D. Brent Rose, Esq.
One Utah Center, Suite 1300
201 South Main Street
Salt Lake City, UT 84111-2216

Above Space For Recorder's Use Only

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT ("Grant of Easement"), is made and entered into as of this 19 day July, 2018, by and among TERRACOM DEVELOPMENT LLC, a Utah limited liability company, its successors-in-interest and assigns ("Grantor"), and THE ENSIGN-BICKFORD COMPANY, a Connecticut corporation, its successors-in-interest and assigns ("Grantee"). (Grantor and Grantee are sometimes referred to herein collectively as the "Parties".)

RECITALS

A. Grantor and Grantee (being sometimes referred to herein individually as a "Party" and collectively as the "Parties"), have entered into that certain Real Estate Purchase and Sale Agreement, dated effective as of May 18, 2018 (the "Purchase Contract"), pursuant to which Grantee has conveyed to Grantor that certain real property consisting of approximately 460 acres of land situated in Mapleton City, State of Utah, more particularly described in EXHIBIT "A" hereto and incorporated herein by reference (the "Land").

B. Section 2.2(a)(4) of the Purchase Contract provides, in summary, that Grantee, and its successors-in-interest and assigns, and their contractors, shall at all times have and maintain, and Grantor shall be obligated to provide to Grantee: (i) access suitable for vehicles, equipment, and/or pedestrians over, across and through any and all public and private roads within the Land as developed and over across and through all Controlled Areas (as defined in the Purchase Contract and comprising those areas of the Land upon and within which certain legal and environmental constraints, obligations and use and activity limitations apply and govern, as more particularly described in the Environmental Covenants attached as EXHIBIT "B" hereto and incorporated herein by reference and further defined in Recitals C and D below); (ii) limited easements and rights of way over, under, in, across and through such other portions of the Land and Controlled Areas, as determined to be necessary by Grantee, and (iii) the right, at any time, to occupy and use such portions of the Land and Controlled Areas, as Grantee, in its reasonable, sole discretion, shall deem necessary, so as to enable Grantee to perform any and all of its current and prospective Remediation Obligations under the Continuing Environmental Covenant Documents, as defined in Section 2.2(a)(1) of the Purchase Contract, and/or other applicable agreements, laws and regulations of the State of Utah Department of Environmental Quality, the United States of America Environmental Protection Agency, and/or the City of Mapleton, relating to the Land and Controlled Areas.

C. The Environmental Covenants, and those documents which describe those continuing obligations of the Grantee and the activity and use limitations to which the Land and Controlled Areas are subject, include but are not limited to: (i) the environmental covenants entered into by and between Seller and the Executive Secretary of the Utah Solid and Hazardous Waste Control Board, now known as the Utah Waste Management and Radiation Control Board, recorded under Entry Nos. 35753:2011, 61095:2011, 35754:2011, 35755:2011, 61096:2011, 61097:2011, 61101:2011 and 61105:2011, in the {01360998-1 }

official records of the Utah County Recorder, copies of which are attached hereto as Exhibit B (collectively or individually, the "Environmental Covenants"); (ii) the Purchase Contract; (iii) that certain Stipulation and Consent Order issued by the Utah Water Quality Board on August 2, 1991 (the "Consent Order"); (iv) that certain Site Investigation Summary and Corrective Action Plan, dated May, 2002, Revised April, 2004 ("Corrective Action Plan"); (v) that certain RCRA Facility Investigation Report dated May, 2007 ("RCRA Investigation Report"); (vi) that certain Interim Measures Report, dated February, 2007 ("Interim Measures Report"); (vii) that certain RCRA Corrective Measures Implementation Report, dated December, 2009 ("Corrective Measures Implementation Report"); (viii) that certain Site Management Plan prepared for The Ensign Bickford Company, Spanish Fork, Utah and the Spanish Fork Technical Committee, by Charter Oak Environmental Services, Inc., dated December, 2009 and revised April, 2010 and August, 2010 (the "Site Management Plan"); (ix) all documentation describing the Controlled Areas and the continuing covenants and limitations which apply to and govern the Controlled Areas, as defined below (the "Controlled Areas Documentation"); (x) that certain Addendum to Stipulation and Consent Order between Seller and the Utah Water Quality Board dated January 30, 2007; (xi) that certain Well Agreement between Seller and the Spanish Fork City Corporation dated June 25, 2008 (the Spanish Fork Well Agreement); and (xii) that certain Agreement between Seller and Mapleton City Corporation dated December 24, 1997 (the "Mapleton Agreement"), and (xiii) any and all related environmental covenants, conditions, obligations, permits, licenses, administrative approvals and orders, judgments, pre-existing agreements, contracts, laws, regulations, and/or other documents related thereto (collectively, the "Continuing Environmental Covenant Documents").

D. The Environmental Covenants obligate Grantee, among other things, to perform certain ongoing and prospective environmental investigation, monitoring, inspecting, sampling and remediation work and activities related to the Land, Grantee's and/or Grantee's predecessors-in-interest's activities formerly or now conducted thereon or therein (collectively, "Remediation Obligations"), which are to be conducted on certain portions of the Land, including those portions of the Land necessary for Remediation Obligations, and/or which impose use and activity limitations involving certain aspects of the Land, including those portions of the Land upon which the Grantee's monitoring and recovery wells and related appurtenances are situated as described in the Purchase Contract, which are subject to the environmental covenants, constraints, obligations and use and activity limitations as set forth in the Continuing Environmental Covenant Documents (the "Controlled Areas").

E. This Grant of Easement is made in satisfaction of the requirements and covenants set forth in Section 2.2(4)(a) of the Purchase Contract, as set forth in the foregoing Recitals.

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

1. **GRANT OF EASEMENT AND RIGHT-OF-WAY.** Grantor hereby GRANTS AND CONVEYS to Grantee, and its successors-in-interest, assigns, representatives and contractors, and Grantee hereby accepts, for itself and its successors and assigns, and agrees to be bound by the terms and conditions of the following easements and rights-of-way (the "Easements"):

1.1. An easement and right-of-way over, across and through any and all of the Land as follows: (i) access suitable for vehicles, equipment, and/or pedestrians, over and across any and all public and private roads existing or to be developed within the Land; (ii) if and to the extent existing roads do not provide reasonable access, an easement and right of way over, under, in, across and through such other portions of the Land, sufficient to provide such access suitable for vehicles, equipment, and/or pedestrians, as shall be reasonably necessary to any existing or future remediation, well site and the Controlled Areas, if necessary; and (iii) such occupancy and use of such portions of the Land and Controlled Areas, including those portions of the Land upon which the Grantee's monitoring and

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recovery wells and related appurtenances are situated as described in the Purchase Contract in existence on the effective date of this Grant of Easement, as more particularly described in EXHIBIT "C" hereto and incorporated herein by reference (each of the above an "Easement Area" and, collectively, the "Easement Areas"), as Grantee shall deem necessary, in its sole discretion, for the purposes described herein. Each of the forgoing purposes shall be limited to such access, use and activity in connection therewith as shall be reasonably necessary to enable Grantee to perform and satisfy any and all of Grantee's current and prospective Remediation Obligations pursuant to the Continuing Environmental Covenant Documents and/or other applicable agreements, laws and regulations of the State of Utah Department of Environmental Quality, the United States of America Environmental Protection Agency, and/or the City of Mapleton, relating to the Land and Controlled Areas and Grantee's Remediation Obligations in connection therewith.

1.2. The design, development and use of the Land and Controlled Areas as it is developed by Grantor under its development plan for the Land and Controlled Areas will be such as to accommodate this Easement and Grantee's rights and interests hereunder, in satisfaction of all of Grantee's Remediation Obligations and related requirements, and shall be consistent with all activity and use limitations set forth in the Environmental Covenants.

1.3. It is acknowledged and agreed that, except for existing monitoring and recovery wells and related appurtenances, Grantee will be unable to define the precise access routes and parcels required to be used by Grantee for the purposes described in the foregoing Easements until the land use and development plan for the Land described at Exhibit A is further defined by Grantor. As the land use plan is defined, and roads and improvements are installed by Grantor or its assigns in connection with the development of the Land, Grantor will either grant to Grantee such further easements in a form substantially identical to the foregoing Easements or include such easements in any recorded subdivisions or development plat or plats so as to legally describe and document the actual location of such access routes and parcels as a matter of public record. The Parties shall cooperate in refining and adjusting from time to time the easements granted hereunder to accommodate their respective interests in both remedial work within the Controlled Areas and development of the Land.

2. THE EASEMENTS GRANTED HEREUNDER ARE GRANTED WITH AND SUBJECT TO THE FOLLOWING RIGHTS, RESTRICTIONS AND CONDITIONS:

2.1. Expressly subject to Grantee's rights as the holder of the dominate estate for the purposes set forth herein, Grantor shall have the right, subject to any restrictions and/or activity and use limitations imposed by the Continuing Environmental Covenant Documents with respect to the Land, including the Controlled Areas, at any time and from time to time, to use any of the Easement Areas for its own purposes, including, without limitation, the right to cross and re-cross the Easement Areas with equipment, personnel, overhead power lines, underground power and pipe lines, access roads, and other utilities and purposes at any location or locations, so long as such use does not unreasonably interfere with the exercise by Grantee of its rights, interest and estate hereunder.

2.2. Grantee will not otherwise make any use of an Easement Area that is unreasonably inconsistent with, or will unreasonably interfere in any manner with, Grantor's usual and customary operation, maintenance or repair of installations and improvements developed by Grantor that cross over, under or above the Land, or Grantor's proposed development of the Land and surrounding property. Grantee shall not object to another grant of easement, license, or other rights granted by Grantor to third parties within the Easement Areas so long as such easements, licenses, or improvements (1) do not unreasonably interfere with the Grantee's rights, interest and estate hereunder, and (2) are consistent with the activity and use limitations set forth in the Environmental Covenants. Grantor and any third party will consult with Grantee prior to installation of any improvements that might interfere with

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the enjoyment by Grantee of its rights, interests and estate hereunder.

2.3. To the extent that dedicated public roads and or public easements are ultimately made available in connection with Grantor's development of the Land, which may reasonably be substituted for any one or more of the Easement Areas, which road or easement is sufficient to enable Grantee, in its sole discretion, to fully exercise its rights, interests, and estate herein, and/or in the event this Easement in total, or a particular Easement Area, is no longer required for the purposes of Grantee as stated herein, Grantee shall be obligated to terminate or otherwise release this Easement or such Easement Area, by recording in the official records of the Utah County Recorder a written notice of termination or release, in form and substance satisfactory to Grantor and Grantee.

2.4. To the fullest extent provided by law, Grantee shall defend and indemnify and hold harmless Grantor (and its members, managers, officers, directors, employees and agents) from and against any and all liabilities, damages, losses, costs and expenses, including reasonable attorney fees, incurred on account of injury to persons or damage to property occurring within an Easement Area arising directly or indirectly from Grantee's, or its contractors' exercise of any right, interest or estate granted to Grantee under this Grant of Easement, except to the extent such liability, damage, loss, cost and expense arises out of the negligence or misconduct of Grantor. Grantee shall at all times maintain adequate commercial liability insurance, with reasonable coverage limits, to protect against such liability.

2.5. This Easement, and the covenants, conditions and restrictions contained herein (whether affirmative or negative in nature) shall (a) create an equitable servitude on the Land in favor of Grantee, (b) constitute a covenant running with the Land, and (c) be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest, assigns and contractors.

2.6. Except as provided in Section 2.3 herein, this Grant of Easement may not be terminated, extended, modified, or amended without the mutual consent of the Parties, and any such termination, extension, modification or amendment shall be effective only on recordation in the official records of Utah County, Utah, of a written document effectuating the same, executed and acknowledged by the Parties.

2.7. This Grant of Easement shall be construed in accordance with and governed by the laws of the State of Utah and all requirements contained in the Continuing Environmental Covenant Documents. If any legal action or proceeding arising out of or relating to this Grant of Easement is brought by either Party, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, reasonable attorney fees, costs and expenses that may be incurred in any action or proceeding by the prevailing Party.

2.8. This Grant of Easement may be amended or supplemented in order to make provision for the curing of any ambiguity, or of curing or correcting any defective provision contained herein. If any provision of this Grant of Easement is held to be void or unenforceable, in whole or in part, such holding shall not affect the validity and enforceability of the remainder of this Grant of Easement, and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

2.9. This Grant of Easement is entered into pursuant to the Purchase Contract, the terms and conditions of which shall survive the execution and delivery of this instrument. The Easement granted herein shall remain subject to and be construed in conformance with the applicable terms and conditions of the Purchase Contract.

2.10. The Recitals first set forth above and all Exhibits referenced herein and attached hereto are hereby incorporated into and made a part of this Agreement.

2.11. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

WITNESS, the hand of Grantor this 19 day of July, 2018.

GRANTOR:

TERRACOM DEVELOPMENT LLC,
a Utah limited liability company

By: [Signature]
Name: [INSERT NAME]
Its: Manager

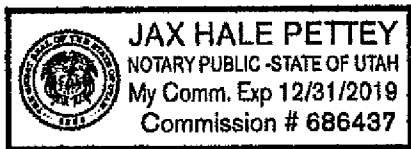
GRANTEE:

THE ENSIGN - BICKFORD COMPANY,
a Connecticut corporation

By: [Signature]
Name: Dorothy T. Hammett
Its: President

STATE OF UTAH)
; ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 19 day of July, 2018, by Kinnon Sandlin, the manager, of Terracom Development LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC

STATE OF CONNECTICUT)
; ss.
COUNTY OF Hartford)

The foregoing instrument was acknowledged before me this 22 day of June, 2018, by Dorothy T. Hammett, the President of The Ensign-Bickford Company, a Connecticut corporation.

JAMES J. SCHRIBERT
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2022

[Signature]
NOTARY PUBLIC

EXHIBIT "A"
To Grant of Easement



LEI
 LEGAL ENGINEERING
 INC.
 1000 N. 1000 E.
 SUITE 100
 OGDEN, UT 84401
 (435) 771-1111
 www.lei-eng.com

**LEGAL DESCRIPTIONS
 PREPARED FOR
 ENSIGN-BICKFORD
 Spanish Fork, Utah
 (November 19, 2015)**

SURVEY BOUNDARY DESCRIPTIONS

PARCEL "A"

A portion of Sections 26, 27, 34, & 35, Township 8 South, Range 3 East, Salt Lake Base & Meridian, located in Spanish Fork, Utah, more particularly described as follows:

Beginning at the South 1/4 Corner of Section 27, T8S, R3E, S.L.B. & M.; thence N0°11'11"W along the 1/4 Section line 1,346.48 feet to the southwest corner of lands of Utah Power & Light Company; thence along said lands S89°30'16"E 1,325.51 feet to the west side of 'Parcel C' as described on a Survey Plan prepared by Jack Johnson Company and filed with the County Surveyor's Office; thence along said Parcel the following 2 (two) courses: S0°10'05"E 12.85 feet; thence N89°58'03"E 1,325.46 feet to east line of said Section 27; thence N0°09'03"W along the Section line 1,018.03 feet to said lands of Utah Power & Light; thence N89°49'10"E along said lands 1,287.28 feet to the 1/16th (40 acre) line; thence S0°10'07"W along the 1/16 Section line 1,116.04 feet; thence N89°29'09"E 15.00 feet; thence S17°29'47"E 245.02 feet; thence S54°32'32"W 91.14 feet; thence S89°57'45"W 15.26 feet to the 1/16 Section line; thence S0°10'07"W along said line 948.02 feet to the Southeast Corner of the SW1/4 of the SW1/4 of Section 26; thence S0°23'11"E along the 1/16th Section line 1,328.18 feet to the Southeast Corner of the NW 1/4 of the NW 1/4 of Section 35; thence N89°30'31"E along the 1/16th Section Line 54.41 feet to the westerly line of lands of Utah Power & Light; thence along said property the following four (4) courses: S0°17'59"E 21.82 feet; thence N89°42'01"E 91.58 feet; thence S17°31'05"W 2,212.67 feet; thence S42°31'08"E 694.61 feet to the 1/16th Section line; thence S2°35'19"W along the 1/16th Section line 1,347.76 feet to the Southeast Corner of the SW1/4 of the SW1/4 of Section 35; thence N89°36'11"W along the Section line 687.72 feet to the easterly right-of-way line of US Highway 6 & 89; thence N35°22'30"W along said right-of-way line 4,359.23 feet; thence northwesterly along the arc of a 490.00 foot radius non-tangent curve to the left (radius bears: N65°20'18"W) 444.99 feet through a central angle of 52°02'00" (chord: N1°21'18"W 429.86 feet) to a point of reverse curvature; thence along the arc of a 310.00 foot radius curve to the right 243.50 feet through a central angle of 45°00'18" (chord: N4°52'09"W 237.29 feet); thence N17°38'00"E 78.10 feet; thence along the arc of a 600.00 foot radius curve to the right 344.24 feet through a central angle of 32°52'21" (chord: N34°04'11"E 339.54 feet) to the southerly line of that real property described in Deed Entry No. 43011:2011; thence along said real property the following twelve (12) courses: S36°54'22"E 162.96 feet; thence along the arc of a 597.00 foot radius curve to the left 243.00 feet through a central angle of 23°19'19" (chord: S48°34'01"E 241.33 feet); thence along the arc of a 797.00 foot radius curve to the left 363.70 feet through a central angle of 26°08'47" (chord: S73°18'04"E 360.56 feet); thence along the arc of a 347.00 foot radius curve to the left 139.92 feet through a central angle of 23°06'12" (chord: N82°04'26"E 138.97 feet); thence N70°31'20"E 12.86 feet; thence along the arc of a 347.00 foot radius curve to the left 350.85 feet through a central angle of 57°55'53" (chord: N41°33'24"E 336.09 feet); thence S77°24'33"E 20.00 feet; thence northwesterly along the arc of a 367.00 foot radius curve to the left (radius bears: N77°24'34"W) 175.20 feet through a central angle of 27°21'08" (chord: N1°05'07"W 173.54 feet);

thence N14°45'42"W 311.55 feet; thence along the arc of a 719.92 foot radius curve to the right 263.88 feet through a central 21°00'04" (chord: N4°15'40"W 262.41 feet); thence N39°54'41"W 6.79 feet; thence N50°05'19"E 7.16 feet; thence northeasterly along the arc of a 719.92 foot radius non-tangent curve to the right (radius bears: S82°58'32"E) 105.54 feet through a central angle of 8°23'58" (chord: N11°13'27"E 105.44 feet) to the north line of Section 34; thence N89°29'50"W along the Section Line 715.86 feet to the westerly line of that real property described in Deed Entry No. 43011:2011; thence along said westerly line the following five (5) courses: S16°13'00"W 514.06 feet; thence southwesterly along the arc of a 52.57 foot radius non-tangent curve to the right (radius bears: N73°37'30"W) 42.52 feet through a central angle of 46°20'32" (chord: S39°32'46"W 41.37 feet); thence S62°44'33"W 10.09 feet; thence southwesterly along the arc of a 767.15 foot radius non-tangent curve to the right (radius bears: N25°49'23"W) 166.98 feet through a central angle of 12°28'16" (chord: S70°24'45"W 166.65 feet); thence southwesterly along the arc of a 778.48 foot radius non-tangent curve to the left (radius bears: S39°31'08"E) 173.74 feet through a central angle of 12°47'13" (chord: S44°05'16"W 173.37 feet) to the north line of that real property described in Deed Entry No. 2015:1953; thence northeasterly along the arc of a 766.34 foot radius non-tangent curve to the right (radius bears: N2°00'08"W) 103.18 feet through a central angle of 7°42'52" (chord: N88°08'42"W 103.10 feet); thence N84°17'16"W 144.41 feet; thence along the arc of a 523.14 foot radius curve to the left 112.57 feet through a central angle of 12°19'44" (chord: S89°32'52"W 112.35 feet); thence S83°23'00"W 202.69 feet; thence N0°13'27"E 62.87 feet; thence N89°58'12"W 133.67 feet; thence northwesterly along the arc of a 2,662.80 foot radius non-tangent curve to the right (radius bears: N61°16'27"E) 596.31 feet through a central angle of 12°49'51" (chord: N22°18'37"W 595.07 feet); thence S87°33'00"E along a fence line 362.50 feet; thence North 128.00 feet to the point of beginning.

Contains: ± 429.12 Acres

PARCEL "B"

A portion of the NW1/4 of Section 35, Township 8 South, Range 3 East, Salt Lake Base & Meridian, located in Spanish Fork, Utah, more particularly described as follows:

Beginning at the Southwest Corner of the SE1/4 of the NW1/4 of Section 35, T8S, R3E, S.L.B. & M.; thence N0°23'11"W along the 1/16th (40 acre) Section line 8.60 feet to the easterly line of lands of Utah Power & Light Company; thence along said property the following 3 (three) courses: N17°31'05"E 1,362.30 feet; thence N89°42'01"E 21.67 feet; thence N17°10'02"E 25.04 feet; thence N89°30'31"E along the 1/16th Section line 793.68 feet to the Northeast Corner of the SE1/4 of the NW1/4 of Section 35, thence S1°01'07"W along the 1/4 Section line 1,335.15 feet to the center of said Section 35; thence S89°49'42"W along the 1/4 Section line 1,208.98 feet to the point of beginning.

Contains: ±30.98 Acres

EXHIBIT "B"
To Grant or Easement