



## EXHIBIT "A"

(2) of the arbitrators so appointed shall be final. Any such arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association.

**HAZARDOUS SUBSTANCES.** Except for (i) natural gas transported by the Facilities, (ii) motor fuels used by vehicles and construction equipment, and (iii) x-ray equipment used to evaluate welds on the pipeline, Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Land. As used in this Easement Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Land. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Easement Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

**INDEMNITY.** Grantee shall indemnify, defend (by counsel reasonably acceptable to Grantor) and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to (i) any use of the Easement Area or Land by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) the failure of Grantee to maintain the Easement Area, the Land and/or the Facilities in a safe condition, (iv) any loss or theft whatsoever of any property or anything placed or stored by Grantee or its representatives on or about Easement Area or the Land, (v) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, the Land or adjacent areas, and (vi) any breach by Grantee of its

EXHIBIT "B"

(Description of Easement Area)

Land of the Grantor located in Lot 14A of Bonneville Center Plat E – 1<sup>st</sup> Amended, a Subdivision located in the Southeast Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian;

A 30.00 foot wide easement being the most easterly 30.00 feet Lot 14A of the Bonneville Center Plat E - 1<sup>st</sup> Amended as filed in the Salt Lake County Recorder's Office book 2013 page 234 Salt Lake County, Utah with the West boundary of said easement running 30 feet West and parallel to the Easterly property line of said lot 14A.

Contains 8,305.71 sq. ft. or 0.19 acres