



W2786132

WHEN RECORDED, RETURN TO:

COMPASS MINERALS OGDEN INC.
9900 West 109th Street, Suite 100
Overland Park, KS 66210

E# 2786132 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
01-Apr-16 0816 AM FEE \$24.00 DEP JC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

ACCESS EASEMENT AND AGREEMENT

10-032-0002(A) 10-032-0004(P)

THIS ACCESS EASEMENT (the "Agreement") is made and entered into as of March 31, 2016, by and between COMPASS MINERALS OGDEN INC., a Delaware corporation ("Grantor"), whose address is 9900 West 109th Street, Suite 100, Overland Park, KS 66210, and WESTERN BASIN LAND & LIVESTOCK, LLC, a Utah limited liability company ("Grantee"), whose address is 5238 West 2150 North, Plain City, Utah 84404.

RECITALS

- A. Grantor is the owner of certain real property located in Weber County, Utah described in the attached Exhibit A (the "Grantor Property").
- B. An existing canal runs near the eastern border of the Grantor Property (the "Canal").
- C. Grantor desires to grant and Grantee desires to receive an access easement on that portion of the Grantor Property (the "Easement Parcel") legally described in the attached Exhibit B for purposes of accessing the Canal.

AGREEMENT

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

- 1. **Grant.** Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive, appurtenant access easement upon, over, and across the Easement Parcel solely for access to the berm along the eastern bank of the Canal and posting signage (the "Easement"). The Easement does not include or grant any rights to use any part of the Grantor Property outside of the Easement Parcel for any purpose.
- 2. **Maintenance.** Grantee shall assume responsibility for and agrees to care for and maintain the Easement Parcel in a clean and attractive condition and in a good and safe order and repair, unless the need therefor is caused by Grantor, in which case Grantor shall perform the repair, maintenance or care required.
- 3. **Covenants Run With the Land.** Each of the parties hereby warrants and represents that it has the full right and lawful authority to grant and convey the easements and rights as described in this Agreement. The Easement and obligations contained herein are intended to be and shall be covenants running with the Grantor Property for the benefit of the

Grantee's adjacent property, and the respective successors and assigns and all future owners of the Grantee's adjacent property.

4. **Grantor's Right to Use the Easement Parcel.** Grantor retains the right to use the Easement Parcel for all purposes not inconsistent with, and which will not materially interfere with, the rights granted to Grantee by this Agreement.

5. **Indemnity.** Grantee hereby agrees to indemnify, defend, and hold Grantor, each of its directors, officers, employees, advisors, agents and representatives and each of its successors and assigns as to the ownership of the Grantor Property harmless from and against any and all claims, actions, threatened actions, damages, liabilities, costs (including attorney's fees and costs, settlement costs, and any other expenses of investigating or defending any actions or threatened actions, including those costs incurred with respect to the enforcement of this indemnity provision), whether or not due and payable, brought, arising, or asserted, and occurring in whole or in part as a result of Grantee's (its officers, directors, owners, employees, and/or others using the Easement in connection with their activities or relationship with Grantee) use of or damage to the Easement Parcel.

6. **Insurance.** Until termination of this Agreement, Grantee shall carry and maintain, at its expense, commercial general liability insurance, listing Grantor as an additional insured, covering bodily injury and property damage liability insurance in the amount of \$1,000,000.00 per occurrence.

7. **Right to Enforce Removal of Trespassers.** In addition to Grantee's right to post signage to prevent trespassing, Grantee shall have the right to use all available legal means to enforce the removal of all such trespassers on the Easement Parcel.

8. **Binding Effect; Legal Expenses.** The terms and conditions of this Agreement shall be specifically enforceable, and shall be binding upon and inure to the benefit of the successors in ownership of the parties hereto. In the event of a default in the performance of any party's obligation under the terms and conditions of this Agreement, the substantially prevailing party shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

9. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah.

10. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

12. **Exhibits.** The exhibits attached to this Agreement are hereby incorporated herein as if set forth in full.

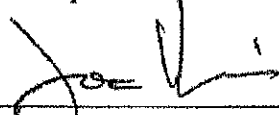
13. **Recordation; Amendment; Termination.** This Agreement shall be recorded in the real property records of Weber County, Utah. This Agreement may not be amended except by an agreement in writing signed by all parties and recorded in the real property records of Weber County, Utah. If the purposes of the easements granted hereby become obsolete and unnecessary, this Agreement may be terminated by an agreement in writings signed by all parties and recorded in the real property records of Weber County, Utah.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

GRANTOR:

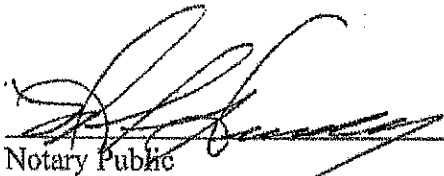
COMPASS MINERALS OGDEN INC.,
a Delaware corporation

By: 
Name: Joe Havasi
Title: Director, Natural Resources

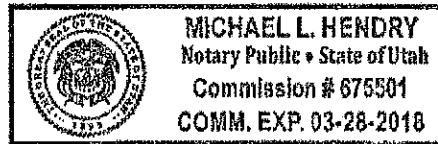
STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me on March 31, 2016, by Joe Havasi, as Director, Natural Resources of Compass Minerals Ogden Inc., a Delaware corporation, on behalf of such corporation.

Witness my hand and official seal.


Notary Public

My Commission expires: 3-28-18



GRANTEE:

WESTERN BASIN LAND & LIVESTOCK, LLC,
a Utah limited liability company

By: Kami F. Marriott
Name: Kami F. Marriott
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me on March 31, 2016, by
Kami F. Marriott, as Manager of Western Basin Land & Livestock
LLC, a Utah limited liability company.

Witness my hand and seal.

[Signature]
Notary Public

My Commission expires: 3-28-18

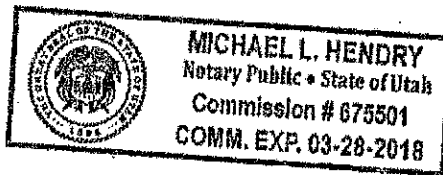


Exhibit A

Legal Description of the Grantor Property

ALL OF LOTS 1, 2, 3, 4 AND 5, SECTION 6, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SUBJECT TO A PERPETUAL RIGHT-OF-WAY AND EASEMENT FOR RAILROAD AND APPURTENANT TRANSPORTATION PURPOSES. (t364-1762).

AND

ALL OF LOTS 1, 2, 3, 4 AND 5, SECTION 6, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SUBJECT TO A PERPETUAL RIGHT-OF-WAY AND EASEMENT FOR RAILROAD AND APPURTENANT TRANSPORTATION PURPOSES. (t364-1762).

BUT EXCEPTING:

A tract of land in the East Half of Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, with the Basis of Bearing being N89°26'37"W 2640.00 feet between the Southeast Corner and the South Quarter Corner of said Section 6, which is based on NAD 83 State Plane, Utah North Zone, with the Distances being Ground Distances and being more particularly described as follows:

Beginning at a point N89°26'37"W 2433.96 feet along the Section Line and N0°33'23"E 1681.72 feet from the Southeast Corner of said Section 6;
 thence N0°00'00"E 1605.00 feet;
 thence N31°28'00"E 1374.00 feet to the North Meander Line of said Section 6;
 thence N82°27'56"E 694.60 feet (1855 GLO record = N82°E) along said Meander Line;
 thence N87°27'56"E 1052.24 feet (1855 GLO record = N87°E 16 chains) along said Meander Line to the North East Corner of Lot 1 of said Section 6;
 thence S0°29'25"W 660.00 feet to the Southeast Corner of said Lot 1;
 thence N89°26'57"W 1320.06 feet to the Southwest Corner of said Lot 1;
 thence S0°29'23"W 1320.00 feet to the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 6;
 thence S0°29'23"W 958.03 feet along the West Line of the East Half of the Southeast Quarter of said Section 6;
 thence N89°27'00"W 1111.99 feet to the point of beginning, Contains 81.2517 acres.

Exhibit B

Legal Description of the Easement Property

A tract of land in the East Half of Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, with the Basis of Bearing being $N89^{\circ}26'37''W$ 2640.00 feet between the Southeast Corner and the South Quarter Corner of said Section 6, which is based on NAD 83 State Plane, Utah North Zone, with the Distances being Ground Distances and being more particularly described as follows:

Beginning at a point $N89^{\circ}26'37''W$ 2433.96 feet along the Section Line and $N0^{\circ}33'23''E$ 1681.72 feet from the Southeast Corner of said Section 6;

thence $N0^{\circ}00'00''E$ 1605.00 feet;

thence $N31^{\circ}28'00''E$ 1374.00 feet to the North Meander Line of said Section 6;

thence $S82^{\circ}27'56''W$ 40.43 feet along said Meander Line to the easterly edge of a canal;

thence $S31^{\circ}38'00''W$ 1356.83 feet along said canal edge;

thence $S0^{\circ}33'00''W$ 1616.00 feet along said canal edge;

thence $S89^{\circ}27'00''E$ 50.00 feet to the point of beginning.