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RASHELLE HOBBS
Recorder, Salt Lake County, UT
SECURED LAND TITLE
BY: eCASH, DEPUTY - EF 10 P.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Grain Craft, Inc.
c/o Eversheds Sutherland (US) LLP
Attn: Jenny Worthy
999 Peachtree Street, N.E., Suite 2300
Atlanta, Georgia 30309

(Space Above for Recorder's Use Only)

Parcel Numbers:

Tax ID / Parcel No. 15-01-376-003; 15-01-376-005-0000;
15-01-376-002-0000; 15-01-503-011-0000; 15-01-503-013-00003196-16

RELEASE, TERMINATION AND QUITCLAIM OF EASEMENTS

This RELEASE, TERMINATION AND QUITCLAIM OF EASEMENTS is made this 10th day of December, 2020, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), to GRAIN CRAFT, INC., a Georgia corporation ("Grain Craft"), and DOUGLAS E. BAGLEY, an individual resident of the State of Utah ("Bagley", together with Grain Craft, collectively, "Grantees").

RECITALS:

WHEREAS, pursuant to that certain instrument recorded on May 2, 1916, as Entry No. 359063, Book No. 2X of Liens & Leases, Page 515 ("Instrument No. 1") in the official records of County Records of Salt Lake County, Utah ("Salt Lake County Records"), Oregon Short Line Railroad Company ("OSLRC") was granted an easement ("Easement No. 1") across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 1.

WHEREAS, pursuant to that certain instrument recorded on August 22, 1916, as Entry No. 364858, Book No. 22, Page 438 in the Salt Lake County Records ("Instrument No. 2"), Denver and Rio Grande Railroad Company ("D&RGRC") was granted an easement ("Easement No. 2") across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 2.

WHEREAS, Easement No. 2 to D&RGRC across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 2 was re-recorded on September 21, 1916, as Entry No. 365740, Book No. 2Z, Page 449 in the Salt Lake County Records ("Instrument No. 3").

WHEREAS, pursuant to that certain instrument recorded on August 22, 1916, as Entry No. 364859, Book No. 2Z, Page 440 in the Salt Lake County Records ("Instrument No. 4"), D&RGRC was granted an easement ("Easement No. 3") across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 4.

WHEREAS, pursuant to that certain instrument recorded on October 3, 1923, as Entry No. 498988, Book No. 3-S of Liens & Leases, Page 567 in the Salt Lake County Records ("Instrument No. 5"), D&RGRC was granted an easement ("Easement No. 4") across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 5.

WHEREAS, OSLRC and D&RGRC separately merged with and into Union Pacific Railroad Company, a Utah corporation, which merged with and into Southern Pacific Transportation Company, a Delaware corporation, which simultaneously changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998.

WHEREAS, Easement No. 1, Easement No. 2, Easement No. 3, and Easement No. 4 will hereinafter be collectively referred to as the "Easements".

WHEREAS, Instrument No. 1, Instrument No. 2, Instrument No. 3, Instrument No. 4, and Instrument No. 5 will hereinafter be collectively referred to as the "Recorded Instruments".

WHEREAS, Grain Craft is the owner of certain real property located in Salt Lake County, State of Utah, legally described in **Exhibit A**, attached hereto and made a part hereof ("GC Easement Property").

WHEREAS, Bagley is the owner of certain real property located in Salt Lake City, County of Utah, legally described in **Exhibit B**, attached hereto and made a part hereof ("Bagley Easement Property").

WHEREAS, the GC Easement Property and the Bagley Easement Property may hereinafter be collectively referred to as the "Easement Properties".

WHEREAS, Grantees have requested that Grantor fully release, terminate and quitclaim the Easements granted to OSLRC and D&RGRC in the Recorded Instruments.

WHEREAS, Grantor has agreed to fully release, terminate and quitclaim to Grantees the Easements to granted to OSLRC and D&RGRC in the Recorded Instruments.

AGREEMENT:

NOW, THEREFORE, Grantor, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt of which is hereby confessed and acknowledged, for itself, its successors and assigns, does hereby REMISE, RELEASE, TERMINATE, AND QUITCLAIM to Grantees, their successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, which it has by reason of the Easements.

The Easements are FULLY released, terminated and quitclaimed to Grantees subject to the following:

(a) Grantees specifically acknowledge and agree that the Easements are being accepted in an "AS IS" condition and "WITH ALL FAULTS" as of the date of this instrument. Grantees expressly acknowledge and agree that Grantor makes no warranty as to the physical condition, tenantability, merchantability or fitness for a particular purpose of the Easements, or representations or warranties with respect to the use, condition, title, occupation or management of the Easements, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Easements"). Grantees shall rely exclusively on their own independent investigations and evaluations of every aspect of the Easements.

(b) GRANTEES HEREBY AGREE TO RELEASE AND INDEMNIFY GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PORTION OF THE EASEMENTS OWNED BY THE APPLICABLE GRANTEE AND GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO.

(c) FROM AND AFTER THE DATE OF THIS INSTRUMENT, GRANTEES SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH TITLE TO THE EASEMENT PROPERTY, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES BY ANY

HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

GRANTEES' RELEASE AND INDEMNIFICATION SET FORTH HEREIN WITH RESPECT TO CONTAMINATION "ADJACENT TO" GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES RELATES ONLY TO CONTAMINATION MIGRATING FROM GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES AND/OR ARISING OUT OF GRANTEES' PAST ACTIVITIES ON GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES, THEIR NEGLIGENT ACTS OR OMISSIONS, OR INTENTIONAL MISCONDUCT.

(d) With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Easement Properties, from and after the date of this instrument, Grantees, at no cost to Grantor, agree to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make Grantees' respective portions of the Easement Properties suitable for Grain Craft's use of the GC Easement Property legally described in **Exhibit A**, or Bagley's use of the Bagley Easement Property legally described in **Exhibit B**, respectively.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Release, Termination and Quitclaim of Easements to be executed as of the date set forth above.

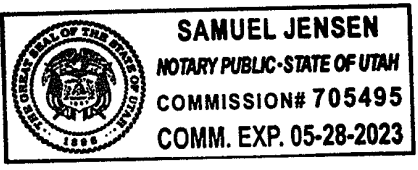
DOUGLAS E. BAGLEY
Douglas E. Bagley

Douglas E. Bagley, an Individual

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on December 4, 2020, by Douglas E. Bagley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument.

WITNESS my hand and official seal.

(Seal) 

Samuel Jensen

Notary Public

EXHIBIT A**LEGAL DESCRIPTION OF THE GC EASEMENT PROPERTY**

PARCEL 1: (15-01-376-003)

COMMENCING 10 RODS EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT A, SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 10 RODS; THENCE SOUTH 10 RODS; THENCE WEST 113 FEET; THENCE NORTH 69 FEET, MORE OR LESS; THENCE WEST 52 FEET; THENCE NORTH 96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO:

ALL OF LOT 6, BLOCK 29, PLAT A, SALT LAKE CITY SURVEY, SALT LAKE COUNTY, STATE OF UTAH.

SUBJECT TO THE RAILROAD AND SPUR LINE RIGHTS OF WAY OF OREGON SHORT LINE RAILROAD AND DENVER AND RIO GRANDE RAILROAD, AND THEIR SUCCESSORS IN INTEREST.

PARCEL 4: (NO TAX ID#)

BEGINNING AT A POINT TEN (10) RODS EAST OF THE NORTHWEST CORNER OF LOT FIVE (5), BLOCK TWENTY-NINE (29) PLAT "A" SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH TEN (10) RODS; THENCE EAST THIRTY (30) RODS; THENCE NORTH TEN (10) RODS; THENCE WEST ONE HUNDRED TWENTY-TWO (122) FEET; THENCE SOUTH FIVE (5) RODS; THENCE WEST FORTY-THREE (43) FEET; THENCE NORTH FIVE (5) RODS; THENCE WEST TWENTY (20) RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT WEST 165.00 FEET AND SOUTH 96 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF LOT 6, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; SAID POINT BEING ON THE SOUTH BOUNDARY OF THE NORTH RAILROAD-RIGHT-OF-WAY; RUNNING THENCE SOUTH 52 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF A THE SOUTH RAILROAD RIGHT-OF-WAY; THENCE EAST ALONG THE NORTH BOUNDARY OF THE SOUTH RAILROAD RIGHT-OF-WAY 52 FEET; THENCE NORTH 52 FEET, MORE OR LESS, TO THE SAID SOUTH BOUNDARY OF THE NORTH RIGHT-OF-WAY AND THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH RAILROAD RIGHT-OF-WAY 52 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

COMMENCING 10 RODS EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT A, SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 10 RODS; THENCE SOUTH 10 RODS; THENCE WEST 113 FEET; THENCE NORTH 69 FEET, MORE OR LESS; THENCE WEST 52 FEET; THENCE NORTH 96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

ALL OF LOT 6, BLOCK 29, PLAT A, SALT LAKE CITY SURVEY, SALT LAKE COUNTY, STATE OF UTAH.

EXHIBIT B**LEGAL DESCRIPTION OF THE BAGLEY EASEMENT PROPERTY**

PARCEL 2: (15-01-376-005)

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 10 RODS; THENCE SOUTH 10 RODS; THENCE WEST 10 RODS; THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH $89^{\circ}52'20''$ EAST 165.08 (DEED = EAST 10 RODS) ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 5; THENCE SOUTH $00^{\circ}09'14''$ WEST (DEED = SOUTH) 72.27 FEET; THENCE WESTERLY 90.46 FEET ALONG THE ARC OF A 474.28 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS SOUTH $84^{\circ}16'24''$ WEST FOR A DISTANCE OF 90.32 FEET) TO A POINT OF TANGENCY; THENCE SOUTH $78^{\circ}48'34''$ WEST 76.73 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5; THENCE NORTH $00^{\circ}09'14''$ EAST (DEED = NORTH) 95.80 FEET TO THE POINT OF BEGINNING.

(NOTE: BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS NORTH $89^{\circ}57'40''$ EAST FROM THE SALT LAKE CITY STANDARD BRASS CAP MONUMENT AT THE INTERSECTION OF 600 WEST STREET AND 500 SOUTH STREET TO THE SALT LAKE CITY STANDARD BRASS CAP MONUMENT AT THE INTERSECTION OF 500 WEST STREET AND 500 SOUTH STREET.)

PARCEL 3: (15-01-376-002)

ALSO, BEGINNING AT A POINT WEST 165.00 FEET AND SOUTH 96 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF LOT 6, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; SAID POINT BEING ON THE SOUTH BOUNDARY OF THE NORTH RAILROAD RIGHT-OF-WAY; RUNNING THENCE SOUTH 52 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH RAILROAD RIGHT-OF-WAY; THENCE EAST ALONG THE NORTH BOUNDARY OF THE SOUTH RAILROAD RIGHT-OF-WAY 52 FEET; THENCE NORTH 52 FEET, MORE OR LESS, TO THE SAID SOUTH BOUNDARY OF THE NORTH RIGHT-OF-WAY AND THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH RAILROAD RIGHT-OF-WAY 52 FEET TO THE POINT OF BEGINNING.