



W3248388

When recorded, return to:

Patriot Rail
Attn: Real Estate
10752 Deerwood Park Blvd. Suite 300
Jacksonville, Florida 32256

E# 3248388 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
01-Aug-22 0340 PM FEE \$40.00 DEP SLV
REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

Parcel Nos.: 15-097-0007, 15-098-0001, 15-098-0002, 14-010-0015

ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS ("Assignment") is executed as of the 1st day of August, 2022 from THE SCOLAR COMPANY, a Nebraska corporation ("Assignor"), to and for the benefit of UTAH CENTRAL RAILWAY COMPANY, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRRR"), OGDEN SHORT LINE RAILROAD COMPANY, a Utah corporation ("OSLRR"), and FARMERS GRAIN COOPERATIVE, a Utah corporation ("Farmers Grain"), entered into that certain Contract dated June 14, 1946, recorded July 11, 1946 with the County Recorder of Weber County, Utah, as Entry No. 117121, Book 244, page 153 ("Easement Agreement"), pursuant to which UPRR and/or OSLRR granted to Farmers Grain certain rights to construct, maintain and operate certain pipeline facilities (the "Easement") in, on, over, under, and across certain property located in Weber County, Utah and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Easement Area");

WHEREAS, OSLRR was subsequently merged into and became a part of UPRR;

WHEREAS, Farmers Grain was subsequently merged into and became a part of Farmers Grain Cooperative of Idaho, Inc., an Idaho corporation ("Farmers Grain Cooperative");

WHEREAS, the Easement Agreement was assigned by Farmers Grain Cooperative to Assignor pursuant to that certain Assignment of Rights dated February 28, 2006, recorded March 1, 2006 with the County Recorder of Weber County, Utah, as Entry No. 2163692 ("First Assignment"), and collectively with the Easement Agreement, "Agreement";

WHEREAS, Assignor is selling certain of its property more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof ("Property") to Assignee, which Property benefits from the Easement and to which the Easement is appurtenant; and

WHEREAS, concurrently with the sale and conveyance of the Property from Assignor to Assignee, Assignor agreed to assign all of its rights to and under the Agreement to Assignee.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, free and clear of all liens and encumbrances all of Assignor's rights, title and interest in and to the Agreement, including but not limited to the Easement and all rights to access and use the Easement Area.

2. Assignor warrants that (a) the Agreement is in full force and effect, is valid and enforceable in accordance with its terms, (b) all covenants, conditions and agreements required pursuant to the Agreement have been performed as required therein, (c) no party to the Agreement is in default thereunder, (d) Assignor has succeeded to all of the rights of Farmers Grain pursuant to the Easement Agreement, (e) to the best of Assignor's knowledge, there has been no other prior assignment of any of Farmers Grain's, Farmers Grain Cooperative's, or Assignor's rights under the Agreement, and (f) there are no counterclaims, offsets, excuses or defenses to the obligations of the counterparties to the Agreement.

3. Assignee hereby accepts the foregoing assignment and assumes, to the extent of its interest granted herein, all of Assignor's obligations (1) arising from the express terms of the Agreement on or after the date hereof, and (2) required to be performed on or after the date hereof. Any such obligations or duties arising prior to the date hereof, or required to be performed prior to the date hereof shall remain the sole and absolute responsibility of the Assignor.

4. Each of the undersigned represents that it has the necessary power and authority to execute this Assignment and has obtained all the consents or approvals of any party necessary to effectuate the terms of this Assignment.

5. This Assignment shall be construed and enforced in accordance with the laws of Utah without regard to its choice of law provisions and shall be binding upon the successors and assigns of the parties hereto.

[Signatures and acknowledgments are on the following pages]

EXHIBIT A**Easement Area****“A” - 10-INCH DRAINPIPE AND 4-INCH SEWER PIPE**

Beginning at a point in the Southeasterly right of way boundary, 50 ft. perpendicularly distant from the center line of the main track of the Evona Branch at Engineer's Station 93 + 64.3; thence 102.6 feet Northwesterly to a point in the Northwesterly right of way boundary 50 feet perpendicularly distant from center line of main track at Engineer's Station 93 + 41.3. Said pipelines cross said center line at an angle of 77°00' to the Left at Engineer's Station 93 + 52.8, which is 865.3 feet Southwesterly measured along said center line from its intersection with the East line of Section 36, Township 6 North, Range 2 West, Salt Lake Base & Meridian

“B” - 10-INCH DRAINPIPE

Beginning at a point in the Southeasterly right of way boundary, 50 ft. perpendicularly distant from the center line of the main track of the Evona Branch at Engineer's Station 93 + 55.3; thence 103.0 feet Northwesterly to a point in the Northwesterly right of way boundary 50 feet perpendicularly distant from center line of main track at Engineer's Station 93 + 30.7. Said pipelines cross said center line at an angle of 76°11' to the Left at Engineer's Station 93 + 43.0, which is 855.5 feet Southwesterly measured along said center line from its intersection with the East line of Section 36, Township 6 North, Range 2 West, Salt Lake Base & Meridian.

EXHIBIT B

Property

That certain real property located in Weber County, Utah, specifically described as follows:

Parcel 1:

Part of Lot 8 in the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Northeast Corner of said Lot 8 and running thence South 0°04' West along the East Section line 256.87 feet to the limits line of Ogden City, thence North 89°36' West 238.80 feet to the Easterly right-of-way line of O.S.L.R.R. Co., thence North 43°08' East 349.70 feet to the point of beginning.

Less and excepting that portion of land lying within 1100 West Street.

Parcel 2:

All of Lot 7 and a part of Lot 8 in the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; and being more particular described as follows:

Beginning at the Southeast Corner of said Lot 7, and running thence North 89°36' West 1155.4 feet to the Southwest Corner of said Lot 7, thence North 43°08' East along the Easterly right-of-way line of the O.S.L.R.R. Co., 1341.20 feet, thence South 89°36' East along the limits line of Ogden City 238.80 feet, thence South 0°04' West along the East Section line 985.33 feet to the point of beginning.

Less and excepting that portion of land lying within 1100 West Street

Parcel 3:

The North 10 rods of Lot 6 in Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey.

Less and Excepting that portion of land lying within 1100 West Street.

Also described by survey as:

All of Lot 7 and a part of Lot 8 in the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; and being more particularly described as follows:

Beginning at the Southeast Corner of said Lot 7, and running thence North 89°36' West 1155.4 feet to the Southwest Corner of said Lot 7, thence North 43°08' East along the Easterly right-of-way line of the O.S.L.R.R. Co., 1341.20 feet, thence South 89°36' East along limits line of Ogden City 238.80 feet, thence South 0°04' West along the East Section line 985.33 feet to the point of beginning.

Part of Lot 8 in the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Northeast Corner of said Lot 8 and running thence South 0°04' West along the Section line 256.87 feet to the limits of Ogden City, thence North 89°36' West along the Easterly right-of-way line of the O.S.L.R.R. Co., thence North 43°08' East 349.70 feet to the point of beginning.

Thence North 10 rods of Lot 6 in Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey.

Also described as follows:

Located in the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point on the East Section line of said Section 36, said point being South $00^{\circ}22'18''$ West 408.01 feet along the Section line from the Northeast Corner of said Section 36; thence as follows: South $00^{\circ}22'18''$ West 1396.93 feet along the East Section line of Section 36 (Section line also being the centerline of 1100 West Street) to an extension of a fence line; thence North $89^{\circ}25'47''$ West 1301.28 feet to the East right-of-way line of the O.S.L.R.R. Co.; thence North $43^{\circ}26'02''$ East 1905.82 feet along said right of way to the point of beginning.

Parcel 4:

Tract of land located in the Northeast Quarter of Section 30, Township 6 North, Range 1 West, Salt Lake Base and Meridian and being more particularly described as follows to wit:

Beginning at a point 644.77 feet North $89^{\circ}42'04''$ East along the Quarter Section line and North 896.07 feet from center of Section 30, Township 6 North, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing North $89^{\circ}42'04''$ East from said corner to the East Quarter Corner of said Section 30), thence as follows: North $00^{\circ}20'08''$ East 61.94 feet to a chain link fence line; thence North $76^{\circ}52'13''$ East 70.10 feet along said fence line; thence North $18^{\circ}29'54''$ West 86.42 feet along said fence line to the South right of way line of 21st Street; thence North $71^{\circ}59'53''$ East 343.07 feet along said South right of way (Deed North $71^{\circ}37'10''$ East), thence North $64^{\circ}18'48''$ East 194.67 feet along said South right of way, (Deed North $63^{\circ}56'05''$ East); thence North $70^{\circ}52'44''$ East 400.73 feet along said South right of way, (Deed North $70^{\circ}30'01''$ East); thence North $76^{\circ}35'35''$ East 218.58 feet along said South right of way (Deed North $76^{\circ}12'52''$ East); thence South $00^{\circ}47'40''$ West 201.35 feet, (Deed South $00^{\circ}24'57''$ West 201 feet); thence South $71^{\circ}51'08''$ West 754.05 feet, (Deed South $71^{\circ}28'25''$ West); thence North $18^{\circ}08'52''$ West 38.00 feet, (Deed North $18^{\circ}31'35''$ West); thence South $71^{\circ}51'08''$ West 424.09 feet (Deed South $71^{\circ}28'25''$ West) to the point of beginning, reserving therefrom a thirty-eight (38) foot wide easement for ICC Track No.'s 21A and 21B being 19 feet on each side of the following described centerline, to wit. Beginning at a point North $00^{\circ}24'57''$ East along the Section line 808.95 feet and North $89^{\circ}01'00''$ West 1590.38 feet and North $18^{\circ}31'35''$ West 161.76 feet from the East Quarter of Corner of Section 30, Township 6 North, Range 1 West, Salt Lake Base and Meridian to a point in the centerline of said easement, and the true point of beginning, thence North $71^{\circ}28'25''$ East 650 feet to a point of terminus.

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