

WHEN RECORDED, MAIL TO:

Foley & Lardner LLP
95 S. State, Suite 2500
Salt Lake City, Utah 84111
Attn: Melanie R. Clark, Esq.

APN: 21-048-0-000A; 22-031-0-001A; 22-031-0-001B; 17-022-0-009C; 17-022-0-006A;
17-022-0-00A1; 01-128-0-0002; 01-128-0-0004; 01-128-0-0007; 01-128-0-0010;
01-133-0-0001; 01-133-0-0005; 01-133-0-0006; 01-133-0-0009; 22-026-0-0004;
22-026-0-0005; 22-026-0-0006; 22-026-0-0007; 22-026-0-0008; 22-026-0-0009;
22-026-0-0010; 22-026-0-0011; 22-026-0-0012; 14-043-0-0006; 01-129-0-0004;
01-134-0-0010; 01-134-0-0011; 01-130-0-0001; 01-130-0-0002; 01-130-0-0003;
01-130-0-0005; 01-130-0-0011; 01-130-0-0012; 01-130-0-0013; 22-037-0-0002;
22-037-0-0003

RAILROAD RIGHT-OF-WAY EASEMENT AGREEMENT

AND DESIGNATION OF RAIL SERVICE OPERATOR

This RAILROAD RIGHT-OF-WAY EASEMENT AGREEMENT AND DESIGNATION OF RAIL SERVICE OPERATOR (“**Agreement**”) is made as of July 28, 2025 (“**Effective Date**”), by and between RG Lakeview, LLC, a Utah limited liability company (“**Grantor**”), and Savage Tooele Railroad LLC, a Utah limited liability company, or its assigns (“**Grantee**”).

RECITALS

A. Grantor is the owner of certain property located in Tooele County, Utah as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (“**Grantor’s Property**”).

B. Grantor’s Property is part of approximately 1,700 acres of real property in Tooele County, Utah, to be developed into a logistics park, under the trade name “Lakeview Business Park” as more particularly described on Exhibit B attached hereto (the “**Business Park**”).

C. The Business Park is subject to that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Lakeview Business Park recorded on August 1, 2022 as Entry No. 577421 in the Official Records of Tooele County, Utah (the “**CC&Rs**”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the CC&Rs.

D. Grantor and Grantee wish to establish an easement in gross over one or more strips of land thirty feet (30’) wide for a single track with fifteen feet (15’) on either side of the centerline as actually constructed, and, where parallel tracks, a maximum combined easement area of forty-five feet (45’) wide, over Grantor’s Property (the “**Easement Property**”) for the benefit of Grantee. The anticipated location of the Easement Property is depicted on Exhibit C, which is attached hereto and incorporated herein by this reference.

E. Grantor, as the Developer under the CC&Rs, further wishes to designate Grantee as the Rail Service Operator under the CC&Rs to provide rail common carrier service, rail switching, and other services (collectively, the “**Rail Services**”) to Grantor and tenants and occupants of the Business Park or

fee owners of any portion thereof (individually a “**Park Tenant**,” and collectively the “**Park Tenants**”), and Grantee wishes to accept such designation.

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

AGREEMENT

1. Grant of Easement.

1.1 Easement. Grantor hereby grants to Grantee, for the use and benefit of the Benefitted Parties (defined below), a non-exclusive easement-in-gross over, across, under, and through the Easement Property for the purpose of constructing, operating, and maintaining rail infrastructure improvements to provide rail common carrier service throughout the Business Park, including without limitation rail tracks, crossings, runaround tracks, switches, loading or unloading or storage areas, lighting, automatic equipment identification readers, permanently affixed safety equipment and/or any and all other permanently affixed equipment and/or facilities connected with or providing any service(s) regarding any of the foregoing (collectively, “**Railroad Facilities**”) in order to provide Rail Services throughout the Business Park (the “**Easement**”). Grantee acknowledges and agrees that the Easement shall only be used to provide Rail Services to Park Tenants, and that no other third-party shall have the right to use such Easement for purposes other than providing Rail Services without Grantor’s prior written consent, which consent shall not be unreasonably conditioned, delayed, or withheld. The Easement granted hereunder shall continue in duration so long as the CC&Rs remain in full force and effect and until approval of the Agency Filings (defined below).

1.2 Condition of the Easement Property. By taking possession of the Easement Property, Grantee acknowledges and agrees that the Easement Property is then in good condition, and hereby accepts the Easement Property and all aspects thereof in “AS-IS,” “WHERE-IS” condition and “WITH ALL FAULTS,” and waives any implied warranty of habitability, merchantability or fitness for a particular use or purpose related to the Easement Property.

1.3 Reservation of Access. Grantor reserves a right to enter upon the Easement Property at any time upon reasonable prior notice to Grantee, provided that Grantor will use commercially reasonable efforts to minimize any interference with Grantee’s operations.

2. Rail Service Operator. Grantor, as the Developer under the CC&Rs, hereby designates Grantee as the Rail Service Operator, and Grantee hereby accepts such designation. Grantee shall have all rights and obligations of the Railroad Service Operator as set forth in the CC&Rs and Grantor hereby agrees that no such rights may be amended except as provided in the CC&Rs. Grantor shall not grant rights to any other person or entity to perform Rail Services within the Business Park except in accordance with the CC&Rs.

3. Railroad Easements.

3.1 Grantee of Railroad Easements. Grantor and Grantee hereby agree that as the Railroad Service Operator, Grantee is the grantee of the Railroad Easements created by the CC&Rs. Grantee shall have the right to use the Railroad Easements for railroad operations, tracks, rails, ties, ballast, other track materials, switches, crossings, bridges, culverts, buildings, crossing, warning devices and any and all improvements or fixtures affixed to the land

underlying the Railroad Easements.

3.2 Designation of Business Park Easement Property. Grantor and Grantee, as Developer and Railroad Service Operator, hereby agree in accordance with Section 5.05 of the CC&Rs that the Railroad Easements shall be thirty feet (30') wide for a single track with fifteen feet (15') on either side of the centerline as actually constructed, and, where parallel tracks, a maximum combined easement area of forty-five feet (45') wide, in approximately the locations depicted in Exhibit D attached hereto and incorporated herein by reference (the "**Business Park Easement Property**"). Prior to drafting a plat for property located on the west side of Sheep Lane within the Business Park (each a "**Plat**"), Grantor and Grantee shall coordinate to agree upon the location of the Business Park Easement Property to be depicted therein. Grantor and Grantee agree to work in a mutually cooperative manner to finalize the location of the Business Park Easement Property on the applicable Plat for purposes of optimizing Grantee's ability to provide the Rail Services to Park Tenants. Grantor shall then prepare and deliver to Grantee a draft Plat for Grantee's review and approval. Grantee shall have ten (10) business days from receipt to review and approve or provide any requested revisions to Grantor in writing; if Grantee fails to respond within such 10-business day period, the Plat, and the location of the Business Park Easement Property depicted thereon, shall be deemed approved by Grantee. Grantor shall incorporate Grantee's requested revisions or, within ten (10) business days of receipt thereof, provide written notice to Grantee as to why such revisions cannot be incorporated. Grantor may not reject revisions required for Grantee and the Railroad Facilities to comply with any STB requirements or Grantee's common carrier obligations. Grantor shall provide an updated draft Plat to Grantee, incorporating Grantee's revisions, for review and approval as described above. Following Grantee's approval, Grantor may submit the Plat to the applicable governmental authority for review and approval, provided that any further revisions to the Plat that affect the Business Park Easement Property or Railroad Easements shall again be submitted to Grantee for review and approval in accordance with the process above. Each final Plat shall be recorded in the Official Records of Tooele County, Utah and shall grant to the Railroad Service Operator the Railroad Easements over the Business Park Easement Property depicted on each Plat.

3.3 Automatic Expansion. The Business Park Easement Property shall automatically be expanded to include the location of all Railroad Easements throughout property located on the west side of Sheep Lane within the Business Park as additional Plats are recorded, if and when the Business Park is expanded and its occupants desire Rail Services. Grantor and Grantee may, but shall not be required, to record a supplement to this Agreement depicting the location of the Business Park Easement Property on future Plats.

4. Railroad Facilities.

4.1 Construction of Railroad Facilities. Grantee shall be responsible for designing, engineering, and constructing the Railroad Facilities, including, without limitation, the location and form of all at-grade road crossings throughout the Business Park, so long as all Railroad Facilities are located within the Business Park Easement Property. Grantee shall deliver to Grantor copies of designs of the Railroad Facilities prior to commencing construction thereof, provided Grantor shall have no right to approve any plans or oversee construction.

4.2 Costs. Subject to reimbursement as provided below, Grantee shall pay all costs for the design, engineering and construction of the Railroad Facilities and 7 Mile Track (defined below).

4.2.1 **RDA Reimbursement.** Grantor shall (a) fully cooperate with Grantee in its request to the RDA (defined below), and (b) to the extent possible, direct the RDA to reimburse to Grantee all costs and expenses for the design, engineering, and construction of the Railroad Facilities (“**Rail Costs**”). Grantor and Grantee acknowledge that Grantor is party to a Participation Agreement dated April 15, 2020 (the “**Participation Agreement**”) with the Grantsville City Redevelopment Agency (the “**RDA**”) pursuant to which certain infrastructure costs associated with the Business Park, Railroad Facilities, and 7 Mile Track are eligible to be reimbursed by the RDA. Grantor hereby agrees to use commercially reasonable efforts to fulfill its obligations under the Participation Agreement and satisfy all those conditions precedent under the Participation Agreement and infrastructure advances previously made by Tooele County and Grantsville City for Grantee to receive reimbursement for the Rail Costs, if funds are available. In seeking reimbursement under the Participation Agreement, Grantee acknowledges that Grantor is also entitled to reimbursement under the Participation Agreement for its costs incurred in connection with this Agreement and its development of the Business Park. When seeking reimbursement under the Participation Agreement, the parties shall cooperate with each other in an effort to ensure that each party is reimbursed for their respective costs at an equal rate in comparison to the other party (i.e., *pari passu*). Grantee agrees, however, that Grantee shall be solely responsible for any Rail Costs or expenses not reimbursed from the RDA (i.e., any shortfall), and that Grantor shall not be in default of this Agreement, or the CC&Rs, should Grantee not be reimbursed in full for all Railroad Costs. Grantee agrees to use commercially reasonable efforts to obtain additional reimbursement for the costs of constructing the 7 Mile Track through connection fees charged for connecting additional business or industrial parks to the 7 Mile Track. Connection fees received prior to full reimbursement of the Rail Costs shall reduce the amount of Rail Costs for which Grantee may seek reimbursement under the Participation Agreement. For connection fees received by Grantee after it has been fully reimbursed for all Rail Costs, Grantee shall refund the RDA the amounts previously received under the Participation Agreement for Rail Costs, in the amount of the additional connection fees received. In furtherance of such reimbursement obligation, Grantee shall make available to Grantor its records detailing such payment and reimbursement receipts. In addition to the foregoing, Grantor shall (i) fully cooperate with Grantee in any requests to the Utah Inland Port Authority (“**UIPA**”), and (ii) to the extent possible, direct the UIPA to reimburse to Grantee all costs for the design, engineering, and construction of the Railroad Facilities.

4.2.2 **Future Rail Phases.** With respect to Rail Facilities outside of the Business Park Easement Property originally depicted on Exhibit D attached hereto (“**Expansion Rail Facilities**”), Grantee shall have no obligation to design or construct such Expansion Railroad Facilities unless and until a reimbursement agreement is in place whereby Grantee will be entitled to reimbursement for all Rail Costs associated with such Expansion Railroad Facilities. Grantor shall cooperate and coordinate with the developer of Grantor’s property and buyers of Rail Served Lots to establish such reimbursement agreement and obtaining funding for reimbursement of the Rail Costs. Grantee shall cooperate with Grantor by providing, upon request, estimated Rail Costs for the Expansion Rail Facilities.

4.3 **Maintenance.** Grantee shall maintain, repair, and replace the Railroad Facilities in accordance with the CC&Rs and shall be responsible for the costs thereof, subject to reimbursement and payment of fees as provided for under Section 4.03 of the CC&Rs. Grantee shall have all rights of collection and lien rights as provided to the Railroad Service Operator under the CC&Rs with respect to such costs. All repairs will be coordinated and directed by Grantee and Grantee will directly oversee any third-party contractors hired to perform maintenance, repairs, and replacement of the Railroad Facilities.

4.4 **Ownership.** All Railroad Facilities as well as all locomotives, equipment, trade fixtures, or personal property installed or placed on the Easement Property by or for Grantee (collectively, “**Grantee’s Property**”) shall be owned by Grantee for so long as this Agreement is in effect and shall not be considered permanent fixtures to the real

property. Grantor hereby waives all rights to distress, possession or a landlord's lien against Grantee's Property, if any, and shall not cause the creation of, or attachment to, Grantee's Property of any liens (including mechanics' and judgment liens) or other encumbrances. If not removed in accordance with Section 8 below, upon expiration of this Agreement, the Railroad Facilities, which shall not include any portion of the 7 Mile Track and related facilities, shall, without compensation to Grantee, become Grantor's property.

5. Consideration. In consideration of the rights granted hereunder, Grantee agrees to pay to Grantor certain fees as described in Exhibit E attached hereto. Exhibit E is not a public document, shall not be recorded in the Official Records of Tooele County, Utah, or otherwise published or disclosed, and shall be kept confidential by Grantor and Grantee. Notwithstanding the foregoing, the schedule of fees contained on Exhibit E may be disclosed to Grantor's or Grantee's attorneys, accountants, financial advisors, agents, employees, representatives, and consultants, so long as such person agrees to keep the contents thereof confidential.

6. Rail Services.

6.1 Conditions Precedent. Grantee has obtained approval (the "Rail Approval") from the United States Surface Transportation Board ("STB") to provide Rail Services to the Business Park. Notwithstanding the foregoing, Grantee's obligations hereunder are at all times expressly subject to: (a) the ongoing effectiveness of the Rail Approval; (b) the continued operations of Rail Services under the CC&Rs; (c) Grantee's ability to connect the Railroad Facilities to the Union Pacific Railroad Company ("UPRR") main line track by way of property owned by Grantee over which Grantee intends to upgrade, repair, and construct approximately seven miles of rail tracks, crossings, and related facilities and improvements (the "7 Mile Track"); and (d) Grantee entering into interchange and commercial agreements with UPRR for the interchange of traffic destined to or originating from the Business Park and the continued effectiveness of such agreements. Grantee shall provide Grantor a copy of any written notice of default under the Rail Approval or any agreement with UPRR, including any notice of Grantee's failure to comply with the same. If Grantor or its assignee no longer has the rights of Developer under the CC&Rs, then Grantee shall deliver copies of such notices to the Design Review Committee under the CC&Rs.

6.2 Cessation of Rail Services. Prior to Grantee ceasing to provide Rail Services on the Track, and immediately upon expiration or termination of the CC&Rs, Grantee shall submit all necessary applications, petitions and/or notices to the STB, or any successor or other applicable governmental agency having jurisdiction over the Rail Services, including all related ancillary submissions (including but not limited environmental reports) required to effectuate a termination of this Agreement and a discontinuance of Grantee's operations hereunder (collectively, the "Agency Filings"). Grantee may not discontinue providing Rail Services to the Business Park until the Agency Filings have been approved, permitting Grantee to discontinue common carrier services.

7. Damage; Restoration. Grantee shall immediately commence and thereafter diligently pursue to completion repair of any damage to the Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, fences, curbs, gutters, asphalt surfaces, buildings, structures, and any personal property, fixtures, or improvements associated therewith) caused by Grantee or the Benefitted Parties, and shall restore the Grantor's Property and Grantor's improvements thereon (including, without limitation, landscaping, fences, curbs, gutters, asphalt surfaces, structures, and any personal property, fixtures, or improvements associated therewith) to the same as they existed prior to

any entry into the Easement Property by Grantee or the Benefitted Parties or exercise of the Easement granted hereby.

8. End of Term. This Agreement and the Easements granted hereunder shall terminate and automatically be of no further force or effect upon the expiration or termination of the CC&Rs and approval of the Agency Filings. Thereafter, Grantee, at Grantee's sole cost and expense, will, at Grantor's election (or if there is no Grantor, the Design Review Committee pursuant to the CC&Rs), either (i) destroy, demolish, raze, and clean up the Railroad Facilities constructed and/or installed on the Easement Property by Grantee, except to the extent that Grantor requests certain Railroad Facilities remain, and restore the Easement Property to its condition prior to this Agreement, or (ii) remove all personal property of Grantee and vacate the Easement Property, including the Railroad Facilities. Additionally, upon the expiration or termination of the CC&Rs and approval of the Agency Filings, all rights, title, and interest of Grantee as Grantee under the Agreement, and all rights of Grantee in and to all or any portion of the Easement Property will terminate and all such rights, title, and interest, together with full usage and possession of the Railroad Facilities will be vested solely in Grantor, without the requirement of any further action or documentation by Grantor and/or Grantee. Grantee will quietly and peaceably vacate the Easement Property in an "as-is, where-is" condition, subject to Grantee's obligations set forth in this Agreement, but in all events free and clear of all liens and encumbrances. The obligations of Grantee set forth in this Section will survive any termination of this Agreement.

9. Taxes and Credits. Grantee shall have no obligation to pay any real estate or ad valorem taxes and assessments imposed or levied on the Easement Property, the Business Park Easement Property, or the Railroad Facilities by any applicable government taxing authority (and collectively, "**Taxes**"), and Grantor, or the owner of the underlying real property, shall pay on or before the due date therefore, all Taxes. Grantee shall be entitled to take all lawful tax credits related to the Rail Services pursuant to 26 U.S.C. § 45G, *et seq.*

10. Benefitted Parties. The rights granted hereunder to Grantee shall be for the use and benefit of the following parties (the "**Benefitted Parties**"): (a) Grantee, its successors and assigns; and (b) all employees, contractors, subcontractors, vendors, service providers, agents, licensees, and invitees of Grantee.

11. Insurance. Grantee shall maintain, at Grantee's cost and expense, property insurance and commercial general liability insurance in such amounts and on such terms as reasonably determined by Grantee.

11.1 To the extent of the obligations assumed by Grantee in this Agreement all policies required hereunder shall (i) name Grantor and such other parties as Grantor will require to be named as an additional insured (ISO form CG 20 10 04 13 or equivalent) or loss payee, as appropriate, (ii) contain a waiver of subrogation provision, pursuant to which the insurer waives all expressed and implied rights of subrogation against the named insured and each additional insured and the respective affiliates of each, (iii) provide that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance maintained by Grantor, and (iv) not be cancelled, lapsed or materially reduced, except where Grantee or Grantee's insurer(s) have provided Grantor at least thirty (30) days advance written notice thereof.

11.2 The foregoing policies shall all be written by insurance companies licensed to do business in the State of Utah and will have general ratings of at least "A-" and a financial rating of at least "VII" or greater in the most current Best's Insurance reports available

on the date that the party obtains or renews the insurance policy (or, if such report is no longer published, comparable financial quality of insurance company). Grantee and its contractors and agents using the Easement Property shall provide Grantor with certificates of insurance evidencing all such required coverages set forth above not less than ten (10) Business Days prior to commencement of any activities in the Easement Property. All insurance policies maintained pursuant to this Section 11 shall be maintained in full force and effect throughout the duration of this Agreement.

12. Liens. Grantee shall keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee parties.

13. Subordination. The rights of Grantee under this Agreement shall be and are subject and subordinate at all times to the lien of any mortgages or deeds of trust now or hereafter in force against the Easement Property, provided that Grantee's use of the Easement Property and rights under this Agreement shall not be disturbed by the holder of such mortgages or deeds of trust so long as there is no uncured event of default by Grantee. Additionally, the subordination of this Agreement to any existing or future mortgage, deed of trust or other security device recorded or to be recorded against the Easement Property is conditioned upon the mutual execution by Grantor, Grantee and the holder of any financial mortgage, deed of trust or other financial encumbrance (collectively, the "**Grantor's Mortgagee**") of a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to the parties; and, provided further, that no matters of record hereafter imposed may materially increase Grantee's obligations under this Agreement or materially decrease Grantee's rights hereunder, without Grantee's prior written consent, which consent may be withheld in Grantee's commercially reasonable discretion. In the event of foreclosure or the exercise of the power of sale under any such mortgage, deed of trust or other security device, Grantee agrees to attorn to the purchaser of the Easement Property at such foreclosure or sale and recognize such purchaser as grantor under this Agreement. Grantor's fee interest in the Easement Property is at all times prior and superior to any financing obtained by Grantee.

14. Covenants to Run with the Land. All rights, interests, and obligations set forth in this Agreement shall constitute covenants running with the land, and shall burden the Easement Property and Business Park Easement Property as the servient estate, and shall be binding upon Grantor, its successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Easement Property and Business Park Easement Property.

15. Notices. All notices made pursuant to this Agreement shall be in writing and shall be given by personal delivery to a responsible person, by deposit in the United States mail (certified mail, return receipt requested, postage prepaid), or by national overnight courier service. The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date of actual receipt (or rejection) if the notice is sent through the United States mail or by express delivery service. Notices shall be delivered or addressed to Grantor and Grantee at the following addresses, or at such other address as a party may designate in writing:

Grantor: RG Lakeview, LLC
2265 E. Murray Holladay Road
Holladay, UT 84117

Attn: Anthon Stauffer Anthon@theromneygroup.com and
Thane Smith thane@theromneygroup.com

With a copy to: Kirton McConkie
Attn: A. Chase Nielsen
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

Grantee: Savage Tooele Railroad LLC
901 W. Legacy Center Way
Midvale, Utah 84047
Attn: Group Leader—Rails and Terminals

With a copy to: Savage Infrastructure LLC
901 W. Legacy Center Way
Midvale, Utah 84047
Attn: General Counsel

16. Hazardous Materials.

16.1 Grantor acknowledges that Grantee has disclosed to Grantor that in connection with the ordinary course of operation of the Easement Property and Business Park Easement Property, Grantee may perform Rail Services for Hazardous Materials (defined below). Grantee shall comply with, and maintain its operations on the Easement Property and Business Park Easement Property in compliance with all Environmental Laws (defined below). Grantee will obtain and maintain in full force and effect all valid permits, certificates, licenses and other governmental or quasi-governmental approvals required for Grantee's operations in, on or under the Easement Property relating to any Environmental Laws and will comply with all terms and conditions thereof. On or before Grantee commences activities requiring such permits, certificates, licenses or approvals, Grantee will deliver to Grantor copies thereof.

16.2 If Grantee releases any Hazardous Materials in or onto the Easement Property or Business Park Easement Property, Grantee shall remediate such Hazardous Materials in accordance with any remediation order or requirements of any governmental authority having jurisdiction. **"Hazardous Materials"** means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal or state law or regulation, regardless of quantity or levels and whether injurious by themselves or in combination with other materials. **"Environmental Laws"** means any federal or state law or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials.

16.3 Grantee shall indemnify Grantor and Grantor's affiliates for, from and against any and all claims, actions, demands, liabilities, judgments, damages, costs, penalties, fines, losses, or expenses, including, without limitation, reasonable attorneys' and paralegal fees, arising out of the acts or omissions of Grantee, its agents, servants, employees, or contractors or any successor, assign, or subtenant, and their agent, servants, employees, or contractors (collectively, the **"Grantee's Parties"**) relating to the presence, storage, transportation, discharge, or release of any Hazardous Materials on the Easement Property

during the Term of this Agreement. Grantee's indemnity shall not extend to any Hazardous Materials that existed on the Easement Property prior to Grantee occupying the Easement Property or are the result of the acts or omissions of Grantor or any other third-party. Grantee's indemnity obligation hereunder shall include the obligation to provide and pay for defense of Grantor by counsel acceptable to Grantor, in Grantor's discretion.

The provisions of this Section 16 shall survive the expiration or termination of this Agreement.

17. Assignment. Grantee may, with approval from the STB, assign this Agreement and all rights herein to a successor-in-interest by recording an assignment instrument in the Official Records of Tooele County and providing a copy thereof to Grantor. Such successor-in-interest shall be bound by the provisions of this Agreement. Notwithstanding the foregoing, prior to seeking STB approval for an assignment, Grantee shall deliver written notice to Grantor that an assignment is contemplated and identifying the proposed assignee(s). Grantor may, within ten (10) days of receipt of such notice, provide written comments to Grantee regarding the assignment and/or proposed assignee(s), which comments Grantee shall reasonably consider in preparing any submittals to the STB.

18. General Provisions.

18.1 Recitals and Exhibits Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference. The Exhibits attached hereto are also incorporated herein by this reference.

18.2 Amendment. Except as otherwise provided herein, this Agreement may not be amended except in writing signed by Grantor and Grantee and recorded in the Official Records of Tooele County, Utah.

18.3 Construction. This Agreement shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

18.4 No Waiver. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

18.5 No Dedication. Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the Easement Property or Business Park to the general public or for the use by or benefit of the general public for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

18.6 Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties, and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof.

18.7 Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18.8 Counsel. Both Grantor and Grantee have been represented by their own counsel in connection with the negotiation and preparation of this Agreement and, consequently, both Grantor and Grantee waive the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including any rule of law to the effect that any provision of this Agreement will be interpreted or construed against the party whose counsel drafted that provision.

18.9 Attorney's Fees. If any action is brought or counsel otherwise employed to enforce this Agreement or any provision hereof, to collect damages for an alleged breach hereof, or for a declaratory judgment hereunder, the prevailing party in such action shall be entitled to collect from the non-prevailing party reasonable attorneys' fees in addition to reasonable costs and expenses of suit, mediation, and/or arbitration.

18.10 Damages. NEITHER PARTY, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES WILL BE LIABLE TO THE OTHER PARTY (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES) FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE OF CAPITAL OR REVENUE UNDER ANY CIRCUMSTANCE (EVEN IF THAT PARTY HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE UNDER THIS AGREEMENT.

18.11 Time. Time is of the essence of each and every term, condition, obligation and provision hereof.

18.12 Successors and Assigns. The representations, warranties, covenants, agreements, and obligations contained in this Agreement will bind and inure to the benefit of the parties hereto, and their respective executors, administrators, successors, and assigns.

18.13 Authority. Each party warrants that the signatories below have authority to sign and execute this document on behalf of the entities they represent and that said entities are the proper parties to this Agreement, have duly authorized this Agreement, and that this Agreement is a legally enforceable obligation of such entities.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Grantor has executed this Railroad Right-of-Way Easement Agreement and Designation of Rail Service Operator as of the Effective Date.

GRANTOR:

RG Lakeview, LLC,
a Utah limited liability company

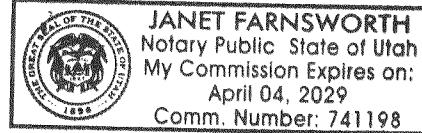
By: 
 Name: Ashton Stanner
 Title: Manager

STATE OF Utah)
 County of Salt Lake) ss.

On July 29th, 2025, before me, Janet Farnsworth, a Notary Public personally appeared Ashton Stanner, the Manager of RG Lakeview, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged that such person executed the same on behalf of such entity.

WITNESS my hand and official seal.


 Notary Public
 (Seal)



IN WITNESS WHEREOF, Grantee has executed this Railroad Right-of-Way Easement Agreement and Designation of Rail Service Operator as of the date first indicated above.

GRANTEE:

SAVAGE TOOKE RAILROAD LLC,
a Utah limited liability company

By: Michael Miller
Name: Michael Miller
Title: SVP

STATE OF UTAH)
) ss.
County of SALT LAKE)

On JULY 31, 2025, before me, MELISSA TIBBITS, a Notary Public personally appeared MICHAEL MILLER, the SVP of Savage Tooele Railroad LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged that such person executed the same on behalf of such entity.

WITNESS my hand and official seal.

Melissa Tibbits
Notary Public
(Seal)

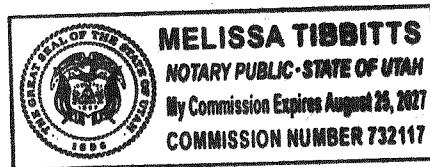


Exhibit A

Grantor's Property

That Certain real property located in Tooele County, State of Utah, more particularly described as follows:

Parcel No. 01-134-0-0011

Exhibit B**Business Park**

That Certain real property located in Tooele County, State of Utah, more particularly described as follows:

Overall Parcel 1 (East of Sheep Lane)

A parcel of land located in a portion of Section 1 and in a portion of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, more particularly described as follows:

BEGINNING at a point on the east boundary and right-of-way line of Sheep Lane as shown on that certain Road Dedication Plat for Sheep Lane - SR 112 to SR 138, dated 2-APR-2019, which is 427.31 feet South 00°39'55" East along the section line (basis of bearings) and North 89°20'05" East 50.00 feet from the Northwest corner of said Section 1, and running thence South 84°23'36" East 5283.88 feet to the east line of said Section 1; thence South 00°22'10" East 1673.05 feet along the Section line to the Southeast corner of said Section 1; thence South 00°20'45" East 2635.35 feet along the Section line to the Southeast corner of said Section 1; thence South 00°21'26" East 2640.77 feet along the Section line to the East Quarter corner of said Section 12; thence South 00°22'15" East 1060.00 feet along the Section line; thence South 89°36'48" West 2604.73 feet to a point on a 2827.53 foot radius non-tangent curve to the right and to an existing fence line; thence Northwesterly 51.23 feet along the arc of said curve, and fence through a central angle of 01°02'17" (chord bears North 47°17'19" West 51.23 feet) to a non-tangent line; thence South 89°36'48" West 1884.92 feet to the Easterly boundary and right-of-way line of said Sheep Lane; thence North 00°22'15" West 2631.04 feet along said Sheep Lane to a point of curvature with a 3050.00 foot radius curve to the left; thence Northwesterly 1286.65 feet along the arc of said curve and Sheep Lane through a central angle of 24°10'13" (chord bears North 12°27'22" W 1277.13 feet) to a tangent line; thence North 24°32'28" West 450.88 feet along said Sheep Lane to a point of curvature with a 2950.00 foot radius curve to the right; thence Northerly 1229.08 feet along the arc of said curve and Sheep Lane through a central angle of 23°52'17" (chord bears North 12°36'20" West 1220.21 feet) to a tangent line; thence North 00°40'11" West 470.50 feet along said Sheep Lane to the Southwest corner of Lot 2, Miller Motorsports Business Park PUD No. 1 as recorded 4/14/09 as Entry No. 324129 in the Office of the Tooele County Recorder; thence North 89°40'28" East 1505.84 feet, more or less, along said Lot 2 to the Southeast corner of said Lot 2; thence North 00°19'32" West 1065.00 feet along said Lot 2 to the Northeast corner of said Lot 2 and the southerly boundary of Lot 1, Lakeview Business Park Subdivision Final Plat Phase 1 as recorded 11/03/2020 as Entry No. 526245 in the Office of the Tooele County Recorder; thence South 89°40'28" West 1512.18 feet along the north boundary of said Lot 2 and south boundary of said Lot 1 to said east boundary and right-of-way of Sheep Lane; thence North 00°39'55" West 1506.49 feet along said road to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM:

A parcel of land located in the Southwest Quarter of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian in Grantsville City, Tooele County, Utah, more particularly described as:

BEGINNING at a point on the Easterly boundary and right-of-way line of Sheep Lane as shown on that certain unrecorded Road Dedication Plat for Sheep Lane - SR 112 to SR 138, dated 2-APR-2019, which is 1021.10 feet South 00°05'44" East along the Section line and 770.21 feet North 89°54'16" East from the West Quarter corner of said Section 12 (the basis of bearings is South 00°05'44" East 2650.78 feet measured between said West Quarter corner and the Southwest corner of said Section 12); and running

thence North 00°22'15" West 355.66 feet along said road; thence North 89°36'48" East 396.17 feet; thence South 00°22'15" East 355.66 feet; thence South 89°36'48" West 396.17 feet to the POINT OF BEGINNING.

(Being Tooele County Parcel Numbers: 21-048-0-000A, 17-022-0-009C, 17-022-0-006A, 17-022-0-00A1, 01-128-0-0002, 01-128-0-0004, 01-128-0-0007, 01-128-0-0010, 01-133-0-0001, 01-133-0-0005, 01-133-0-0006, 01-133-0-0009, 22-026-0-0004, 22-026-0-0005, 22-026-0-0006, 22-026-0-0007, 22-026-0-0008, 22-026-0-0009, 22-026-0-0010, 22-026-0-0011, 22-026-0-0012, 22-031-0-001A, and 22-031-0-001B)

Overall Parcel 2 (West of Sheep Lane)

A parcel of land located in the North Half of Section 2 and Section 3, Township 3 South, Range 5 West, the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 2 South, Range 5 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point being South 00°39'55" East 426.31 feet along the east line of Section 2 (basis of bearings), Township 3 South, Range 5 West, Salt Lake Base and Meridian from the Tooele County Dependent Resurvey monument marking the Northeast Corner of said Section 2, and thence along said east line South 00°39'55" East 2185.26 feet; thence South 89°59'46" West 2247.13 feet; thence North 82°37'30" West 141.69 feet; thence South 89°38'53" West 2954.65 feet; thence South 00°13'35" East 68.10 feet to the Tooele County Dependent Resurvey monument marking the West Quarter corner of said Section 2; thence along the quarter section line South 89°35'44" West 2669.13 feet; thence South 00°03'27" East 1876.25 feet to the northerly right of way line of State Highway 112; thence along said line North 59°22'23" West 3105.07 feet to the west line of said Section 3; thence along said west line North 00°07'13" East 275.54 feet to the Tooele County Dependent Resurvey monument marking the West Quarter corner of said Section 3; thence along the west line of said Section 3 North 00°07'22" East 1320.18 feet; thence North 89°38'44" East 39.50 feet; thence North 00°33'47" West 16.44 feet; thence North 00°33'47" West 1347.90 feet; thence North 89°39'47" East 2668.35 feet; thence South 00°03'37" East 10.72 feet; thence North 89°56'36" East 989.29 feet; thence North 89°56'36" East 1689.11 feet; thence North 00°55'40" West 2623.04 feet; thence North 89°55'32" East 150.00 feet; thence South 00°46'18" East 1421.79 feet; thence South 37°43'59" East 1671.48 feet; thence North 89°39'44" East 1464.74 feet; thence South 83°48'21" East 2680.83 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A parcel of land located in the Southwest Quarter of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at the Southwest corner of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running thence along the west line of said Section 3 North 00°07'13" East 528.87 feet (basis of bearings); thence South 89°52'47" East 47.80 feet; thence North 00°07'13" East 1687.68 feet to a point on the southerly right of way line of State Highway 112; thence along said line South 59°22'23" East 3050.03 feet to a point on the quarter section line; thence along said quarter section line South 00°03'27" East 642.85 feet to the South Quarter corner of said Section 3; thence South 89°34'37" West 2677.74 feet along the south line of said Section 3 to the POINT OF BEGINNING.

(Being Tooele County Parcel Numbers: 14-043-0-0006, 01-129-0-0004, 01-134-0-0010, 01-134-0-0011, 01-130-0-0011, 01-130-0-0001, 01-130-0-0002, 01-130-0-0003, 01-130-0-0005, 01-130-0-0012, 01-130-0-0013, 22-037-0-0002, and 22-037-0-0003)

Boyer Parcel

All of Lots 9 & 10, Lakeview Business Park Subdivision Final Plat Phase 3 according to the official plat thereof recorded June 7, 2022 as Entry No. 574167 in the office of the Tooele County Recorder.

(Being Tooele County Parcel Numbers: 22-026-0-0009 and 22-026-0-0010)

Boyer Option Parcel

All of Lot 11, Lakeview Business Park Subdivision Final Plat Phase 3 according to the official plat thereof recorded June 7, 2022 as Entry No. 574167 in the office of the Tooele County Recorder.

(Being Tooele County Parcel Number: 22-026-0-0011)

LBP Building 1 Parcel

All of Lot 1A, Lakeview Business Park Subdivision Final Plat Phase 1, Lot 1 Amended and Extended according to the office plat thereof recorded June 21, 2022 as Entry No. 575194 in the office of the Tooele County Recorder.

(Being Tooele County Parcel Number: 22-031-0-001A)

Lineage Parcel

A parcel of land located in Lot 6, Deseret Peak Subdivision Phase 3 recorded July 16, 2002 as Entry No. 184434 in Book 766 at Page 11 in the office of the Tooele County Recorder, a part of the Northeast Quarter of Section 2, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, described as follows:

BEGINNING at a point on the north line of Lot 6, Deseret Peak Subdivision Phase 3, said point being South 00°39'55" East 119.11 feet along the east line of Section 2, Township 3 South, Range 5 West, Salt Lake Base and Meridian as it is depicted on the Tooele County Dependent Resurvey Plat of said Township and Range and South 89°20'05" West 2553.68 feet from the Tooele County Dependent Resurvey monument representing the Northeast Corner of said Section 2; and running thence South 65°10'34" East 393.73 feet; thence South 00°16'57" East 1205.66 feet; thence South 89°40'06" West 1234.69 feet; to a point of curvature with a 39.00 foot radius to the right; thence northwesterly 61.26 feet along the arc of said curve through a central angle of 89°59'38" (chord bears North 45°20'05" West 55.15 feet) thence North 00°20'16" West 1346.30 feet to the north line of said Lot 6, Deseret Peak Subdivision Phase 3; thence North 89°39'44" East 810.44 feet along said line; thence South 83°48'21" East 108.74 feet along said line to the POINT OF BEGINNING.

(Being also known as Lot 3, Lakeview Business Park Subdivision Final Plat Phase 2, according to the official plat thereof recorded July 27, 2022 as Entry No. 577198 in the office of the Tooele County Recorder.)

(Being Tooele County Parcel Number: 22-037-0-0003)

Raceway 112 LLC Parcels**PARCEL 1:**

BEGINNING at the brass cap found marking the Southwest Corner of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian and running thence North 00°08'16" East along the section line 528.87 feet; thence South 89°51'44" East 47.80 feet; thence North 00°08'16" East 1687.68 feet to a point on the Southerly right of way line of State Highway 112; thence South 59°21'20" East along said right of way line 3050.04 feet to a point on the quarter section line; thence South 00°02'25" East along said quarter section line 642.90 feet to the brass cap found marking the South Quarter Corner of said Section 3; thence South 89°35'45" West along the section line 2677.74 feet to the POINT OF BEGINNING.

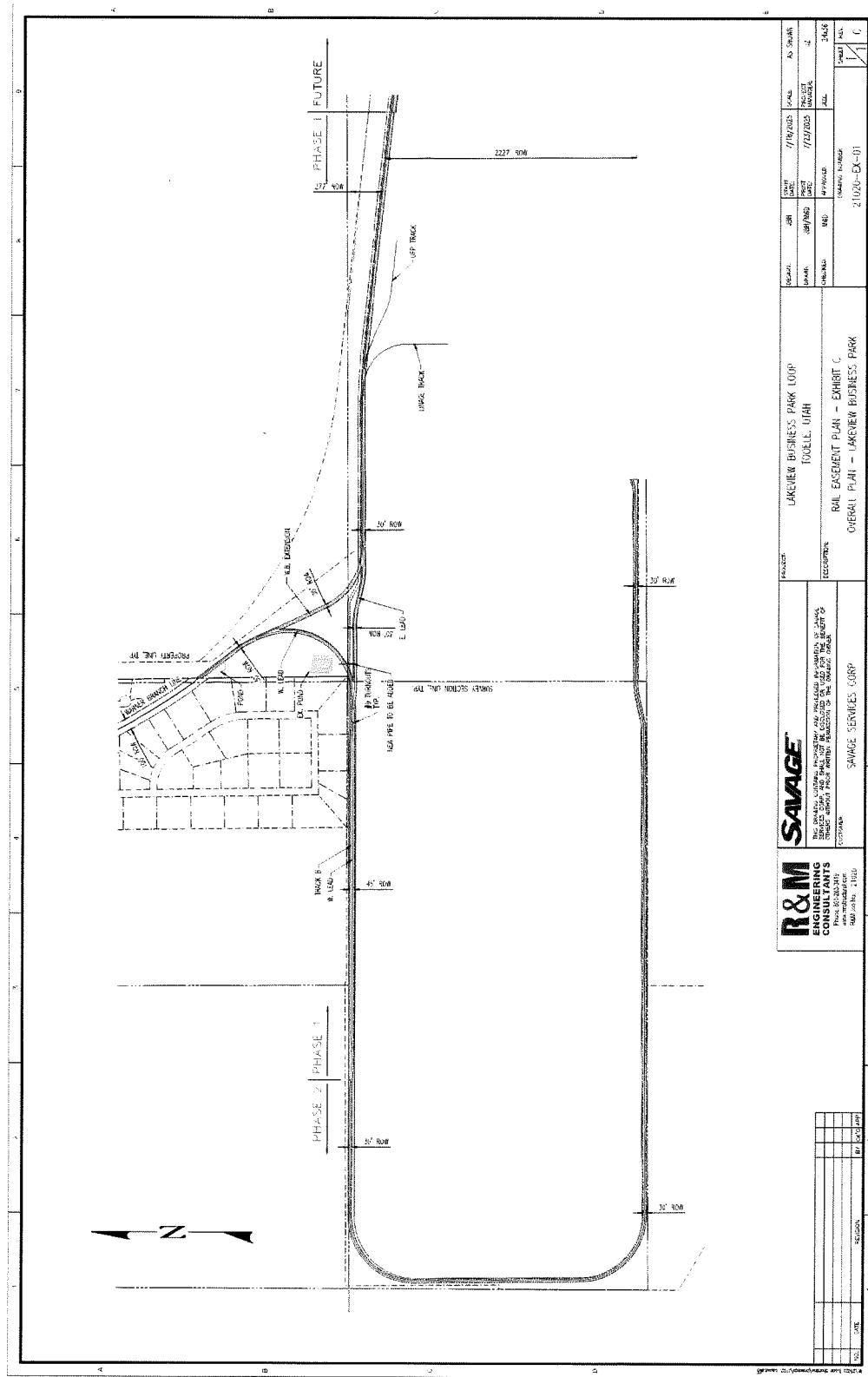
PARCEL 2:

BEGINNING at a point North 89°36'50" East along the section line 868.91 feet from the brass cap found marking the West Quarter Corner of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian and running thence North 89°36'50" East along said section line 1800.61 feet to the calculated Center of said Section 3; thence South 00°02'25" East along the Section line 1876.23 feet to a point on the northerly right of way line of State Highway 112; thence North 59°21'20" West along said right of way line 2096.51 feet; thence north 00°07'55" East 795.49 feet to the POINT OF BEGINNING.

(Being a part of Tooele County Parcel Numbers: 01-130-0-0013 & 01-130-0-0012)

Exhibit C

Depiction of Easement Property

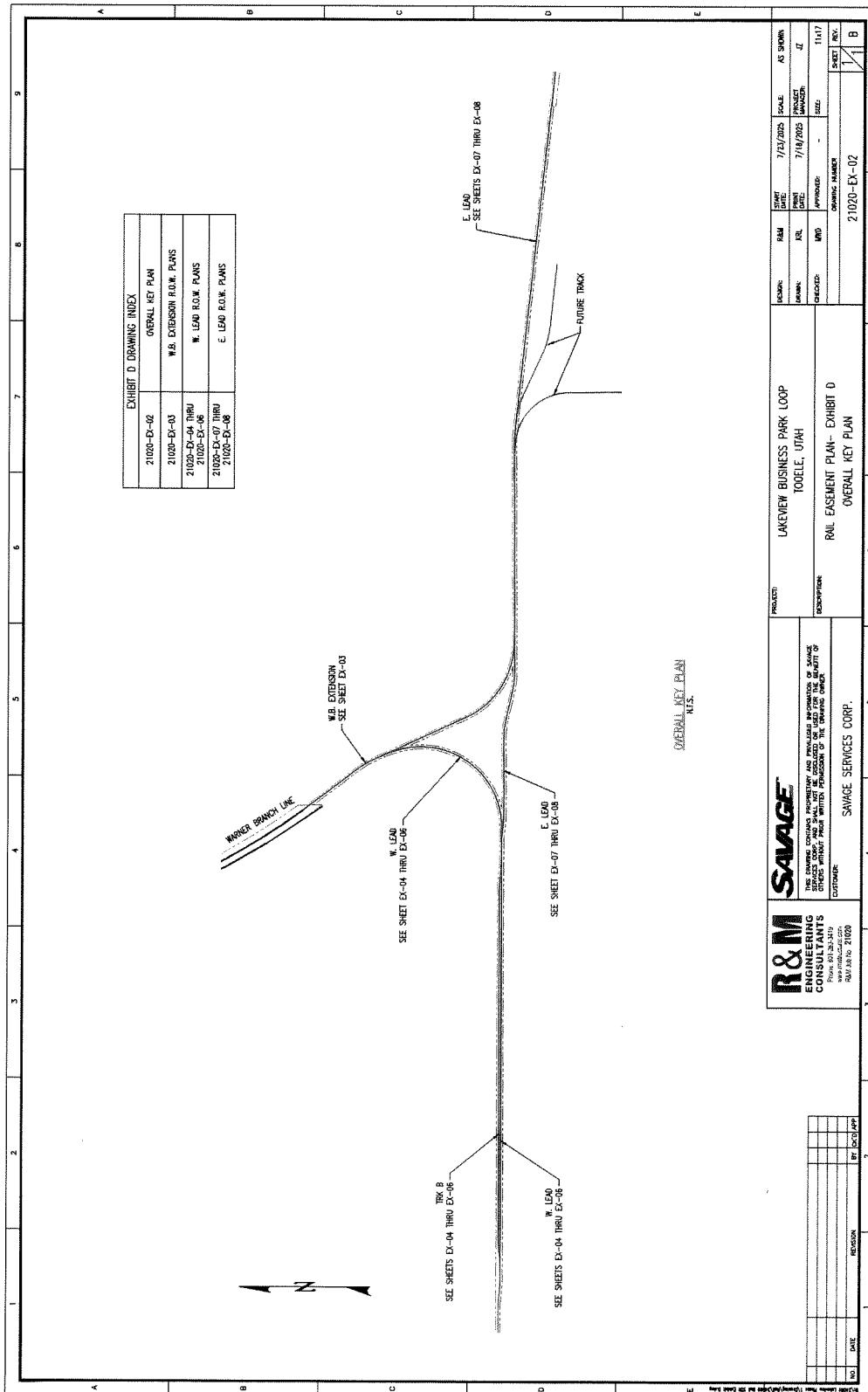


C-1

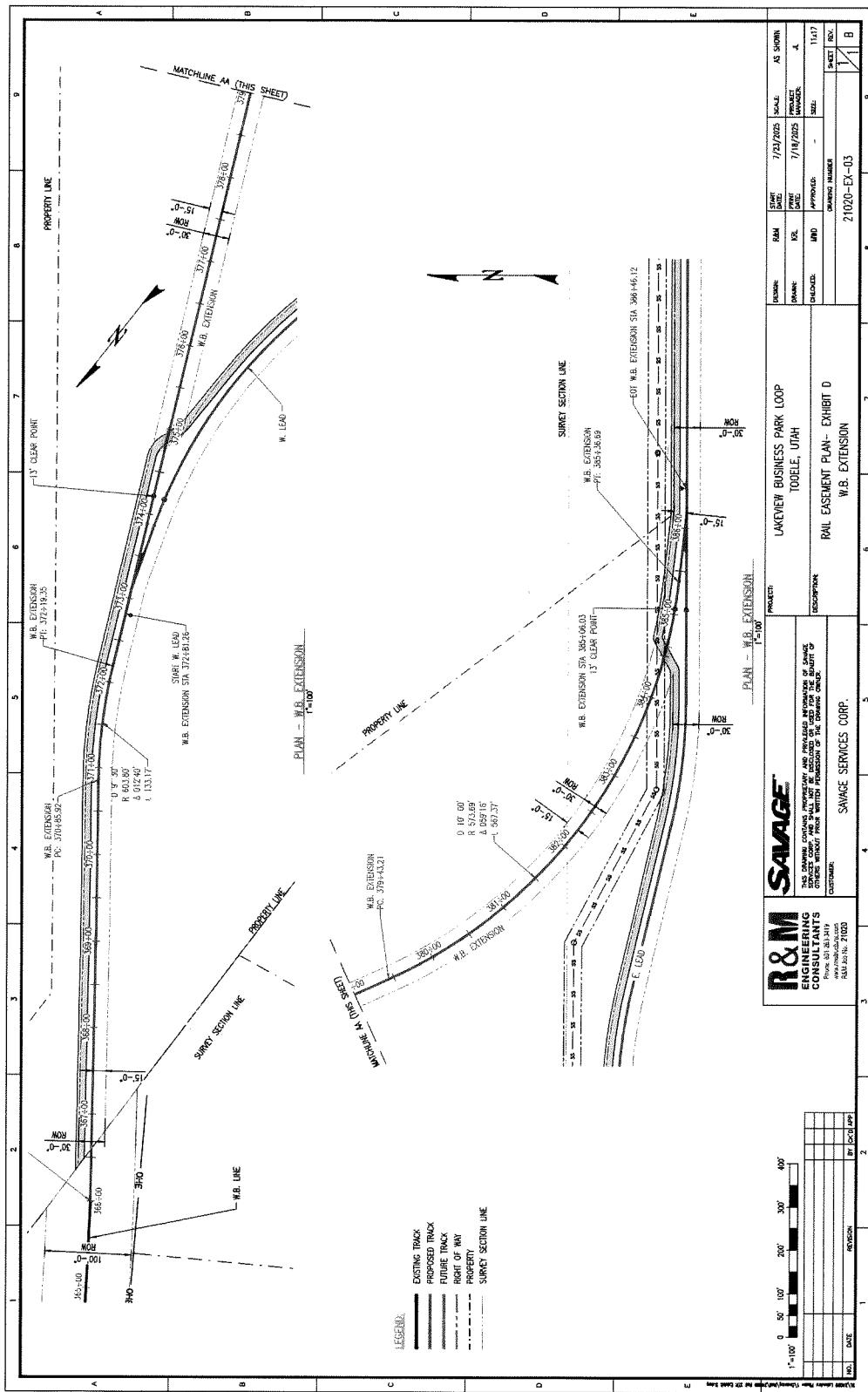
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Exhibit D

Depiction of Business Park Easement Property

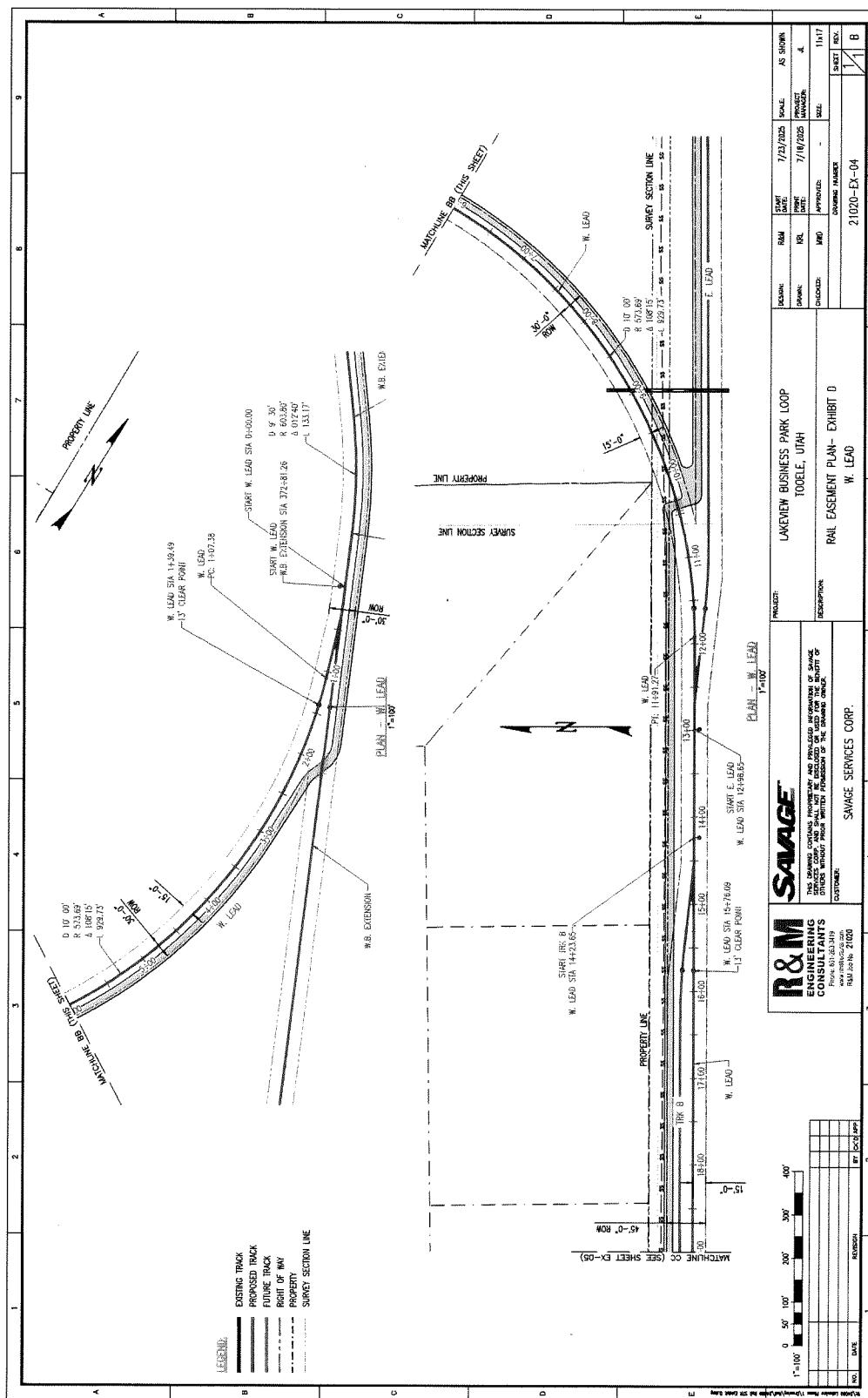


D-1



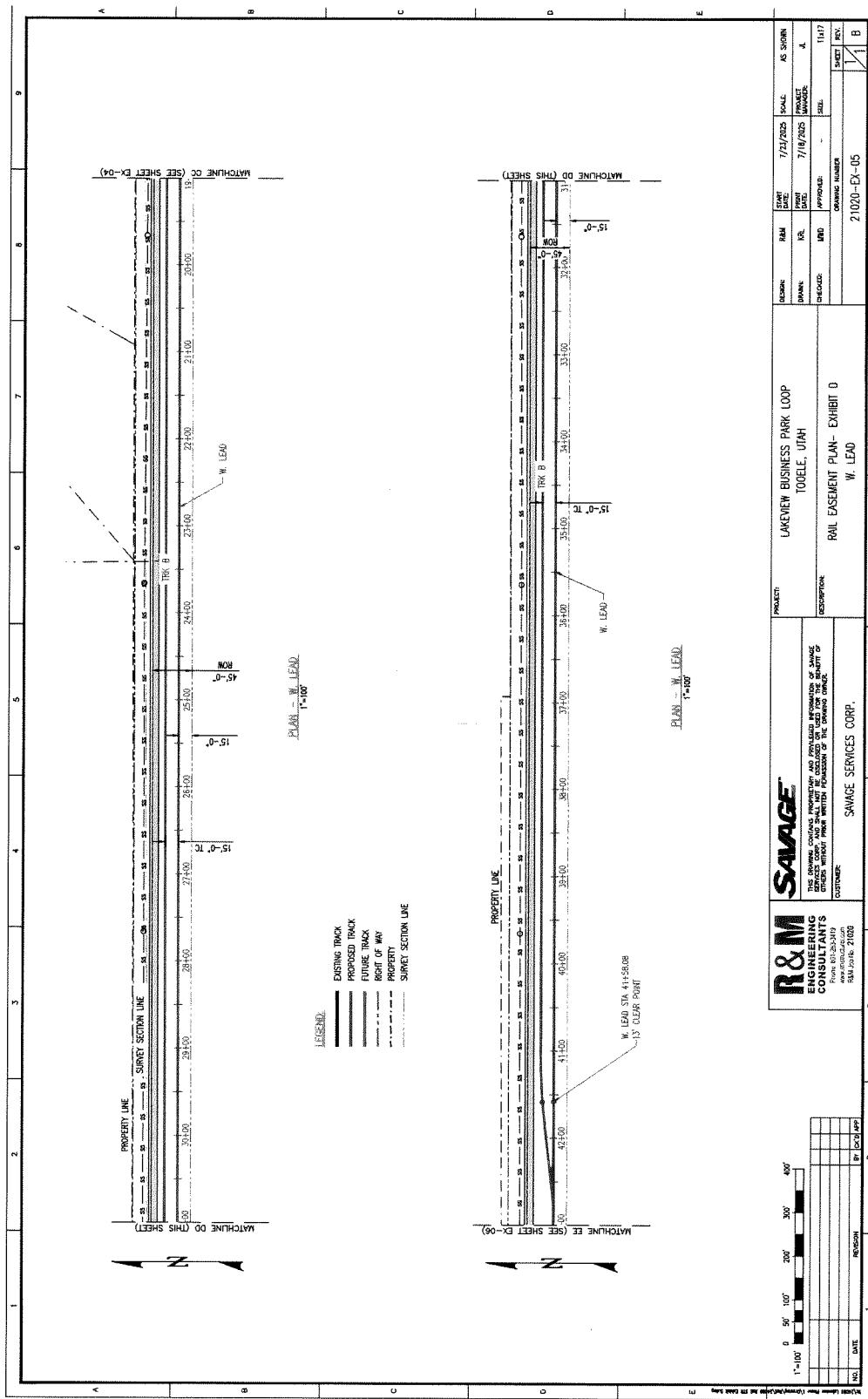
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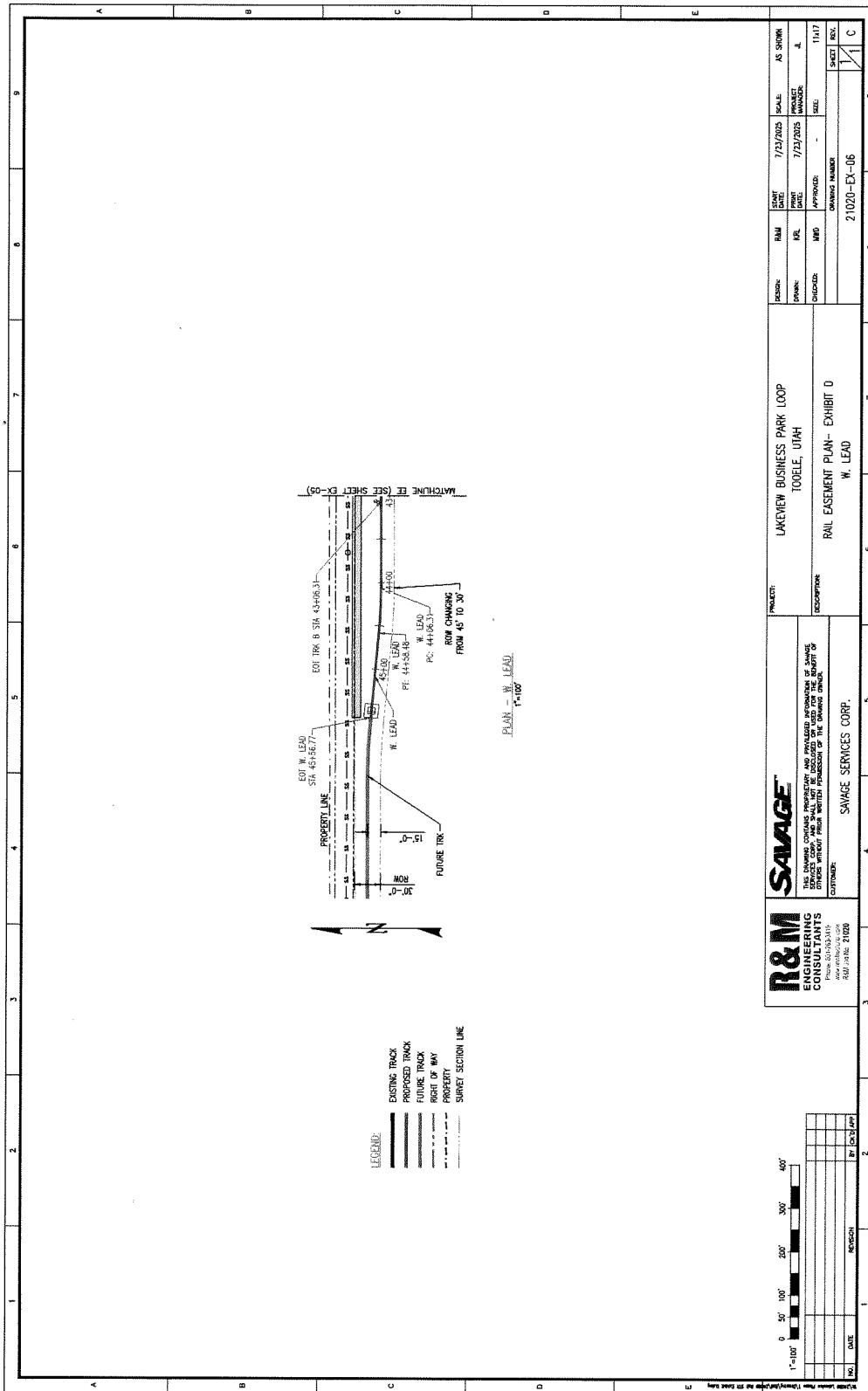
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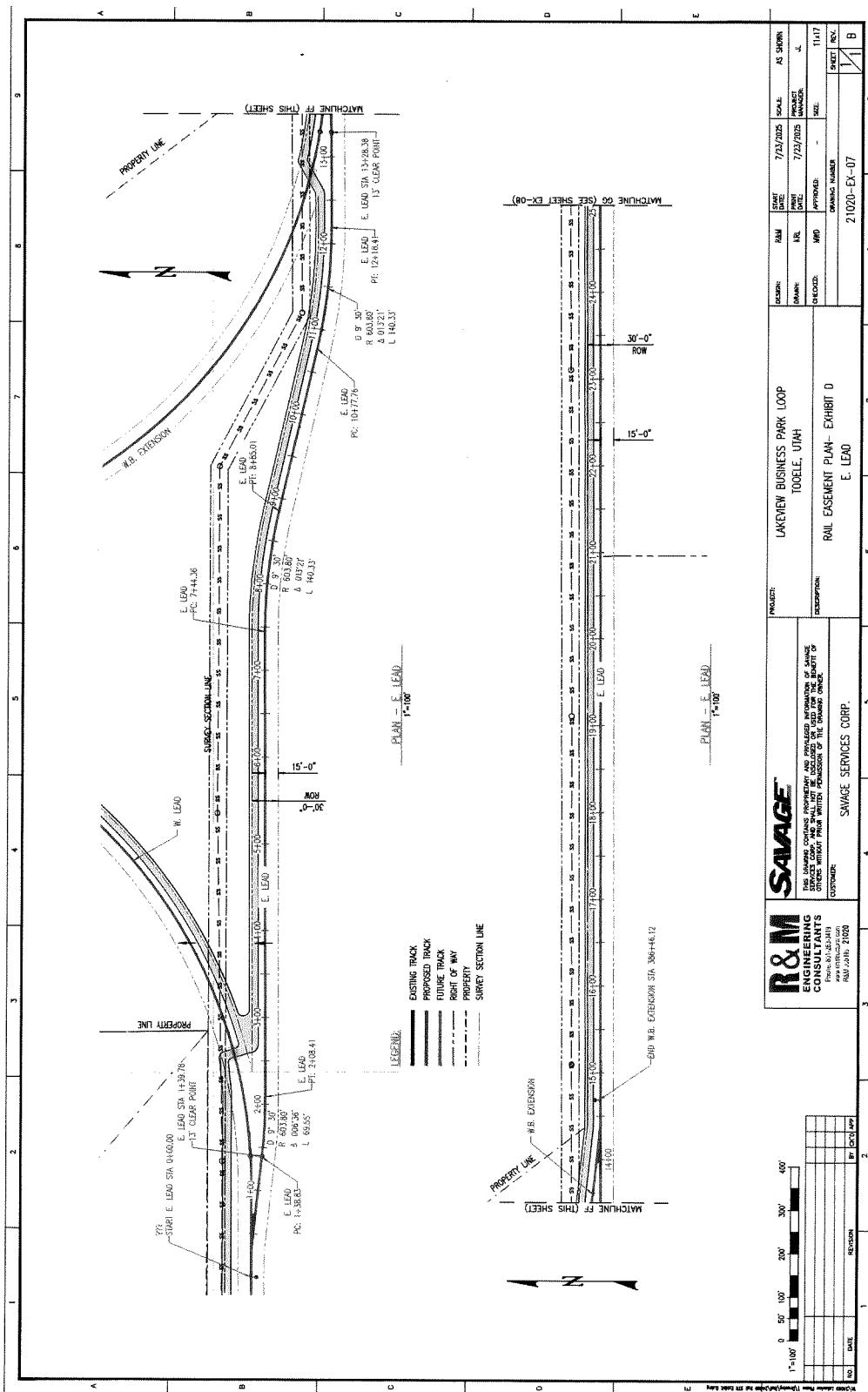
C-4

4900-2193-5107.8



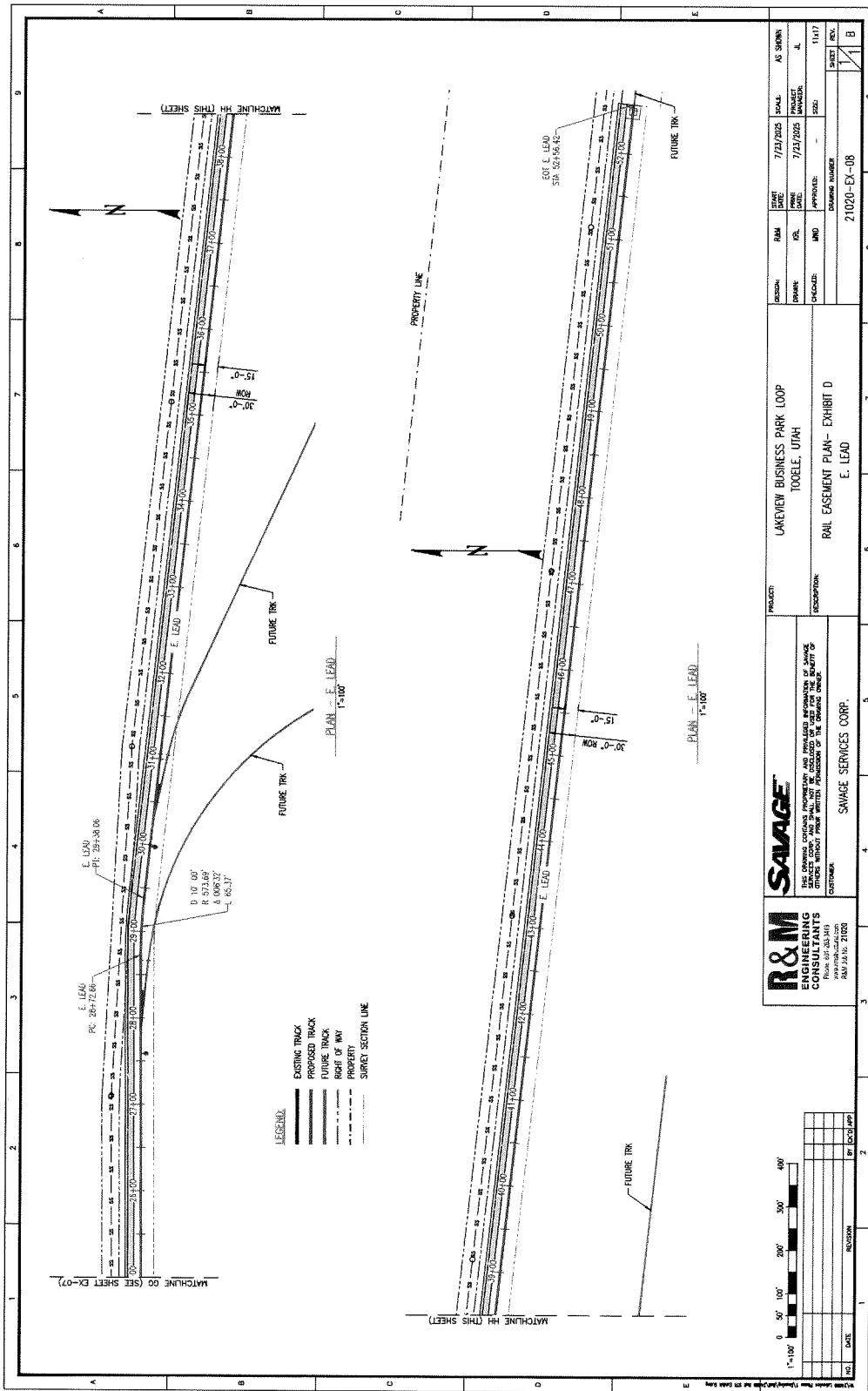
C-5

4900-2193-5107.8



C-6

4900-2193-5107.8



C-7

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