

Tax Serial Number:
XB00-2584-1

ENTRY NO. 00288734

09/24/2018 10:58:05 AM B: 0584 P: 1855
Easements PAGE 1 / 12
CRAIG J. SPERRY, JUAB COUNTY RECORDER
FEE \$ 56.00 BY JUAB TITLE & ABSTRACT COMPANY



**PREPARED AND RECORDED AT
THE REQUEST OF, AND WHEN
RECORDED, MAIL TO:**

TRANSWEST EXPRESS LLC
ATTN: Land Department
555 Seventeenth Street
Suite 2400
Denver, Colorado 80202

JTAC 37466

TRANSWEST EXPRESS TRANSMISSION LINE

GRANT OF EASEMENT AND EASEMENT AGREEMENT

This Grant of Easement and Easement Agreement ("Agreement") is made as of the 14 day of August, 2018, by and between **Earl Jarrett Properties, LLC**, a Utah limited liability company (GRANTOR), whether one or more, whose address is P.O. Box 145, Mona, Utah 84645, and **TRANSWEST EXPRESS LLC (TRANSWEST)**, whose address is 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202, represented by the officer executing this Agreement. GRANTOR and TRANSWEST covenant and agree as follows:

1. GRANT OF EASEMENT. GRANTOR, for and in consideration of the sum of ten dollars (\$10.00), the provisions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to TRANSWEST, and its successors, assigns, licensees, and lessees, a perpetual easement and right-of-way (the "Easement") in, upon, over, and under GRANTOR'S land (the "Property"), which Easement and Property are described in Exhibits A and B attached to and made a part of this Agreement.
2. PURPOSE. The Easement includes the unimpeded right to enter the Property and to locate, survey, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, permit the attachment of wires of others, and patrol transmission lines consisting of no more than one line of poles, towers, foundations, crossings, above ground or underground wires and cables, and other structures and appurtenances thereto; supporting conductors of one or more electric circuits of any voltage, as well as appurtenances for communication facilities (collectively the "Facilities"). Communication facilities may be used for purposes other than electrical transmission provided that such additional use does not increase the physical burden on the Property. The Easement includes the right of pedestrian, equipment and vehicular ingress, egress and regress over the Easement itself, over the Property in order to obtain access to the Facilities, and over GRANTOR'S property adjacent to the Easement and lying between public or private roads and the Easement in

such manner that shall cause the least practicable damage and inconvenience to GRANTOR. The Easement also includes the right to use portions of the Property adjacent to the Easement necessary for the initial construction and installation of the Facilities and for subsequent repair of the Facilities.

3. REMOVAL OF ENCROACHMENTS. The Easement also includes the present and future right to cut down and clear away or otherwise remove any and all brush, timber, trees, fire hazards, unauthorized structures or any other materials which TRANSWEST reasonably deems to interfere with the safe operation and maintenance of the Facilities, provided however, that growing crops, excluding orchards, shall not be considered to be fire hazards. TRANSWEST may trim, cut, or remove trees or branches over or on or extending within the Easement. All materials so removed shall at TRANSWEST's discretion be either chipped and spread within the Easement or removed from the Property, unless otherwise agreed to by GRANTOR and TRANSWEST. Trees and large tree limbs will be removed from the Property unless otherwise agreed to by GRANTOR and TRANSWEST. Except for "danger trees," no clearing will be performed outside the limits of the Easement or other predetermined construction areas. "Danger trees" are trees or tree limbs which are of such height, condition, location, and/or species type that they represent a threat to the integrity of the Facilities.

4. RESERVED RIGHTS. The rights granted by this Agreement shall be subject to other easements and preexisting rights of record. GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in on, and under the Easement, provided that GRANTOR shall not be permitted to, and shall not grant permission to any party to, drill or excavate for minerals on or from the surface of the Easement, but GRANTOR may extract oil, gas or any other minerals from and under the Easement by directional drilling or other means which do not interfere with or disturb TRANSWEST's use of the Easement.

5. DAMAGE. TRANSWEST shall exercise due care and diligence in exercising the rights and privileges granted by this Agreement, conduct all operations under this Agreement in a workmanlike manner, and shall comply with all environmental laws. It is understood and agreed that the consideration received by GRANTOR includes adequate compensation for all damages for the initial construction and all operation and maintenance of the Facilities. Notwithstanding, TRANSWEST shall take all reasonable precautions to avoid damage, and shall repair or reasonably compensate GRANTOR for damage that occurs to agricultural crops (excluding orchards) and livestock, fences, irrigation systems, drainage systems or other improvements within the Easement that occurs as a result of the exercise of the rights granted by this Agreement, including damages to crops that occurs in successive years. TRANSWEST shall, to the extent reasonably practicable, reclaim the surface of the Easement following the initial construction and/or repair of the Facilities, but TRANSWEST shall not be required to conduct any reclamation related to the removal of encroachments subject to Section 3 above.

6. GRANTOR'S TITLE. GRANTOR represents and warrants ownership of the Property in fee simple absolute, having the power to execute this conveyance, and that the Property is free and clear of encumbrances and liens, except those of record as of the date of this Agreement. Grantor

further covenants that any party other than GRANTOR that is granted any interest in the Property that may impact the Easement, following the effective date of this Agreement will be required to enter into a joint use and maintenance agreement with TRANSWEST, and that this covenant shall be deemed to run with the Property.

7. ASSURANCE OF TITLE. At no cost to GRANTOR, GRANTOR shall assist TRANSWEST in procuring and recording all assurances of title and affidavits that TRANSWEST may advise GRANTOR are necessary. TRANSWEST shall pay to record this Agreement and for the procurement of title abstracts or insurance.

8. LIENS. In the event that liens or encumbrances exist, and other than those expressly allowed by this Agreement, TRANSWEST may, at its option, remove any and all such outstanding liens and encumbrances and discharge same, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this Agreement, nor an assumption of any lien or encumbrance by TRANSWEST. GRANTOR hereby consents to TRANSWEST contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Property in order to secure a subordination and/or non-disturbance agreement for the benefit of TRANSWEST, and GRANTOR agrees to fully cooperate with TRANSWEST in order to secure any such agreements at no cost to GRANTOR.

9. GRANTOR'S USE. GRANTOR shall have the right to cultivate, graze, use, occupy, and have access to and across the Easement for any purposes that will not constitute a safety hazard or interfere with any of the rights and privileges granted by this Agreement to TRANSWEST. GRANTOR shall have the right to install and maintain fences, provided that TRANSWEST shall at all times have access through any such fence by means of a gate, and provided such uses do not interfere with TRANSWEST's rights and permitted uses of the Easement. TRANSWEST will notify GRANTOR in writing of any activity of GRANTOR (or of its lessee, licensee or other grantee) within or outside the Easement that constitutes a safety hazard, or interferes with any of the rights and privileges granted by this Agreement to TRANSWEST. GRANTOR acknowledges and agrees that during the initial construction of the Facilities, or during any major work on the Facilities, GRANTOR may not have access to or use of the Easement and areas adjacent to the Easement for any purpose so as to avoid interfering with, and ensuring safety during, such construction or repair.

Except as otherwise allowed by this Agreement, the following activities are prohibited within, under, upon, or over the Easement without the prior written consent of TRANSWEST, which consent shall not be unreasonably withheld:

- (a) Erection of any structures; by way of example, structures shall include, but are not limited to, buildings, mobile homes, signs, light standards, storage tanks, septic systems, swimming pools, tennis courts, or similar facilities.
- (b) Drilling wells or conducting mining operations.
- (c) Constructing, installing or operating above-ground mechanical irrigation facilities.

- (d) Appreciably changing the character of existing topography, normal farming practices excluded.
- (e) Planting trees, orchards, shrubs, or bushes within the Easement.
- (f) Constructing roads parallel to the transmission line.
- (g) Installing any pipeline, utility line or other line.

Roads constructed across the Easement shall be in accordance with all applicable safety codes and shall be a minimum of 20 feet from any transmission line structure. If any of the prohibited activities named above are conducted without TRANSWEST's permission, TRANSWEST may, upon discovery of such activity, take any action that TRANSWEST deems appropriate to prevent such activity, including removing personal property.

10. INDEMNIFICATION. TRANSWEST shall indemnify and hold harmless GRANTOR from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees for injury to persons or damage to property caused by TRANSWEST, or TRANSWEST's agents and representatives, in the exercise of TRANSWEST's rights under this Agreement, except to the extent resulting from GRANTOR's breach of the terms of this Agreement or from GRANTOR's gross negligence or intentional misconduct.

11. OWNERSHIP OF FACILITIES. GRANTOR shall have no ownership or other interest in any Facilities installed by TRANSWEST on the Property.

12. ABANDONMENT. In the event TRANSWEST permanently abandons any or all rights to the Easement, such abandonment shall be effected by TRANSWEST executing and recording a quitclaim deed in favor of GRANTOR, or its successors, and the Easement, or any portions so abandoned, shall terminate. TRANSWEST, or its assigns, may remove, within a reasonable time, all Facilities and equipment placed on the Easement by or on behalf of TRANSWEST, from such abandonment area whether before or after execution of the quitclaim deed. Unless otherwise agreed to by TRANSWEST and GRANTOR, TRANSWEST shall, upon abandonment and to the extent reasonably practicable, reclaim the Easement to the condition it was in before TRANSWEST's use. TRANSWEST shall not, however, be required to restore any trees, brush, shrubbery, or soil, whether on the Easement or adjacent thereto, that TRANSWEST cuts, removes, clears away, trims, sprays with chemicals to kill, or otherwise controls in accordance with its rights under Sections 2 or 3 above.

13. ASSIGNMENT AND TRANSFER. TRANSWEST shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the Easement. Under no circumstances shall any mortgagee have any greater rights of ownership or use of the Easement than the rights granted to TRANSWEST. TRANSWEST shall also have the right to sell, assign, mortgage, convey, contribute, lease or otherwise transfer all or any of its rights under this

Agreement at any time and from time to time. In the event of any such sale, assignment, conveyance, contribution, lease, or other transfer by TRANSWEST, in whole or in part, TRANSWEST shall be released from its obligations under this Agreement to the extent of such sale, assignment, conveyance, contribution, lease, or other transfer, provided that the purchaser, successor, assignee, lessee, grantee, or transferee assumes the obligations of TRANSWEST under this Agreement.

14. DISPUTES. GRANTOR and TRANSWEST agree to attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If GRANTOR and TRANSWEST are unable to amicably resolve any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity.

15. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall run with the Property, shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of GRANTOR, and the successors, assigns, licensees, and lessees of TRANSWEST.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.

GRANTOR and TRANSWEST have signed this Agreement to be effective as of the date first above written.

GRANTOR

**Earl Jarrett Properties, LLC, a
Utah limited liability company**



Karen J. Newton, Manager

TRANSWEST EXPRESS LLC



**Garry L. Miller
Vice President
Land and Environmental Affairs**

Don Jarrett, Manager

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GRANTOR

TRANSWEST EXPRESS LLC

**Earl Jarrett Properties, LLC, a
Utah limited liability company**

Karen J. Newton, Manager

**Garry L. Miller
Vice President
Land and Environmental Affairs**


Don Jarrett, Manager

ACKNOWLEDGMENT

STATE OF Utah)
) ss:
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 12th day of September, 2018, by **Karen J. Newton as Manager for Earl Jarrett Properties, LLC, a Utah limited liability company**, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument.



(Seal)

WITNESS my hand and official seal.

Lynnette S Rose
Notary Public

My commission expires: 11/8/19

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **Don Jarrett as Manager for Earl Jarrett Properties, LLC, a Utah limited liability company**, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

(Seal)

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **Karen J. Newton as Manager for Earl Jarrett Properties, LLC, a Utah limited liability company**, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

(Seal)

ACKNOWLEDGMENT

STATE OF Idaho)
) ss:
COUNTY OF Ada)

The foregoing instrument was acknowledged before me this 11th day of August, 2018, by **Don Jarrett as Manager for Earl Jarrett Properties, LLC, a Utah limited liability company**, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument.

WITNESS my hand and official seal.

Samantha Kilian
Notary Public

My commission expires: 4/26/2024



ACKNOWLEDGMENT

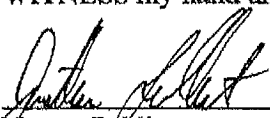
STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of August, 2018, by Garry L. Miller, Vice President Land and Environmental Affairs for TransWest Express LLC, known to be or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.

JONATHAN LOCKHART
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174048569
MY COMMISSION EXPIRES NOV 27, 2021

(Seal)



Notary Public
My commission expires: 11/27/2021

PARCEL I.D. : XB00-2584-1

EXHIBIT "A"

TRANSMISSION LINE EASEMENT DESCRIPTION

A STRIP OF LAND 250 FEET WIDE LYING 125 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED REFERENCE LINE, LOCATED IN SECTION 19, TOWNSHIP 13 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, JUAB COUNTY, UTAH, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AND RECORDED IN ENTRY No. 00273101, IN DEED TO EARL JARRETT PROPERTIES, LLC, OFFICIAL RECORDS, JUAB COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19 WHENCE THE SOUTHWEST CORNER OF SAID SECTION 19 BEARS S89°13'19"W 2653.00 FEET:

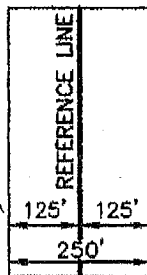
THENCE N00°26'23"W 1715.36 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, TO THE POINT OF BEGINNING;

THENCE N30°53'23"W 481.23 FEET TO A POINT ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED AND RECORDED IN ENTRY No. 00273101 OF SAID SECTION 19, WHICH BEARS N06°58'15"W 2144.12 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 19, SAID POINT BEING THE POINT OF TERMINATION.

THE SIDE LINES OF SAID DESCRIBED EASEMENT BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES.

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983 BASED ON GPS OBSERVATION OF THE MONUMENTS SHOWN HEREON.

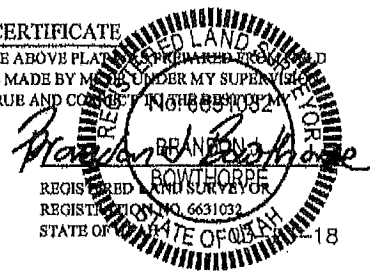
CONTAINS 2.762 ACRES MORE OR LESS.



TYPICAL EASEMENT DETAIL
NO SCALE

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT AS SHOWN ON THESE NOTES OF ACTUAL SURVEYS MADE BY ME UNDER MY SUPERVISOR AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SHEET 1 OF 2

TRANSWEST EXPRESS LLC

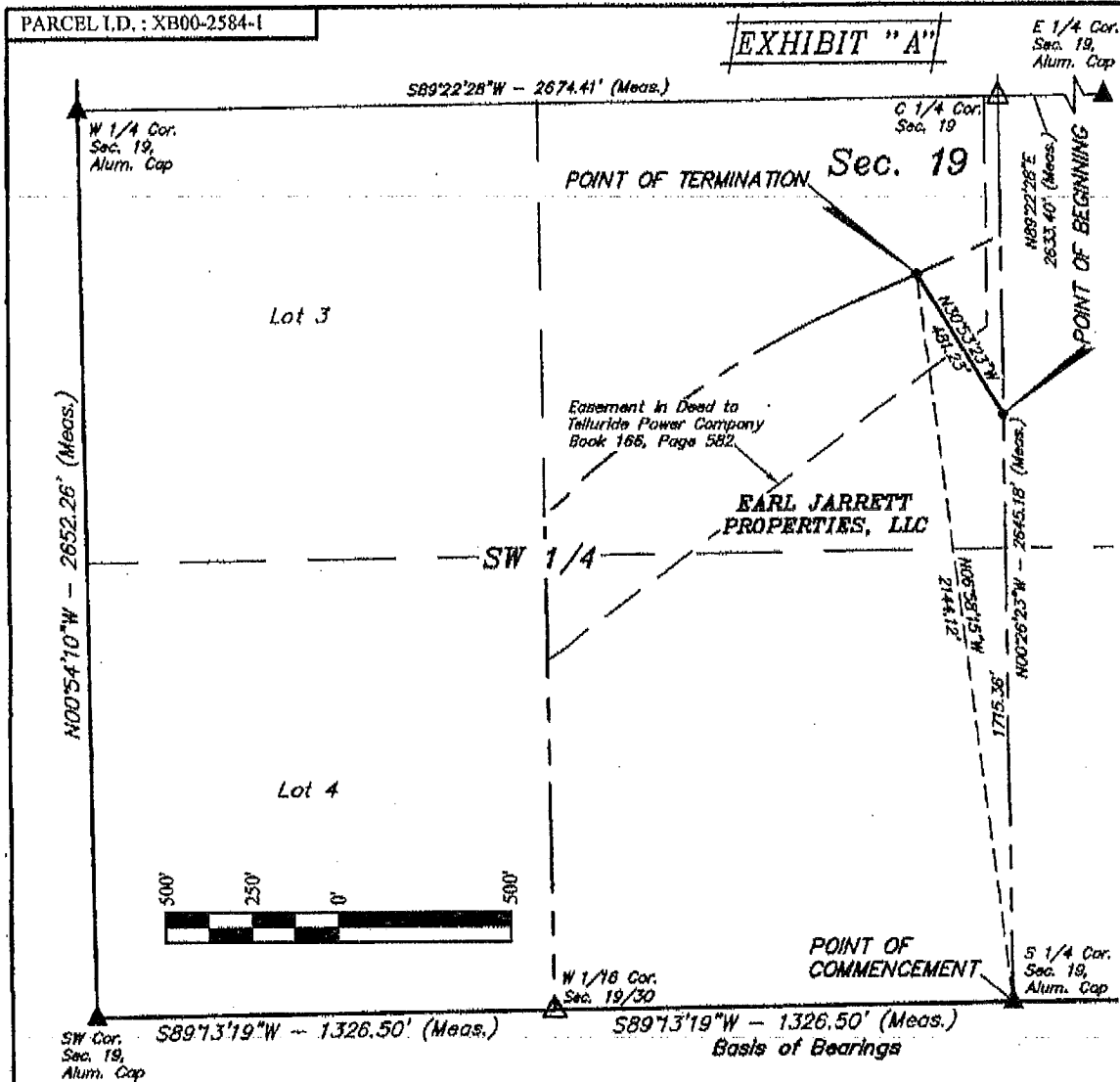
TRANSMISSION LINE EASEMENT ON EARL JARRETT PROPERTIES, LLC LANDS SECTION 19, T13S, R1E, S.L.B.&M. JUAB COUNTY, UTAH



UELS, LLC
Corporate Office • 85 South 200 East
Vernal, UT 84078 • (435) 789-1017

SURVEYED BY	M.P.	03-07-18	SCALE
DRAWN BY	C.I.	03-23-18	N/A
FILE:	63396-A1		

TRANSMISSION LINE EASEMENT

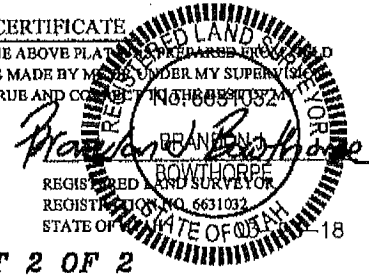


THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE DESCRIBED EASEMENT AREA.

- ▲ = SECTION CORNERS LOCATED.
- △ = POSITION CALCULATED USING B.L.M. STANDARDS (Not Set on Ground.)

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM THE NOTES OF ACTUAL SURVEYS MADE BY ME UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



ACREAGE / LENGTH TABLE			
PROPERTY OWNER	FEET	ACRES	RODS
EARL JARRETT PROPERTIES, LLC	481.23	2.762	29.17

SHEET 2 OF 2

NOTES:
 Basis of Bearings: All bearings are Grid Bearings of the Utah State Plane Coordinate System, Central Zone, North American Datum 1983 Based on GPS Observation of the Monuments Shown Hereon. All Measured Distances Shown are Ground Distances US Survey Feet.



UELS, LLC
 Corporate Office • 85 South 200 East
 Vernal, UT 84078 • (435) 789-1017



TRANSWEST EXPRESS LLC

TRANSMISSION LINE EASEMENT ON EARL JARRETT PROPERTIES, LLC LANDS SECTION 19, T13S, R1E, S.L.B.&M. JUAB COUNTY, UTAH

SURVEYED BY	M.P.	03-07-18	SCALE
DRAWN BY	C.I.	03-23-18	1" = 500'
FILE:	63396-A2		

TRANSMISSION LINE EASEMENT

EXHIBIT B
Property

XB00-2584-1

STATE OF UTAH, COUNTY OF JUAB,
TOWNSHIP 13 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
SECTION 19: THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 13 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LYING
SOUTH OF THE NORTH LINE OF THE I-15 FREEWAY.