

Tax Serial Number:
00-0010-9939

**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

TRANSWEST EXPRESS TRANSMISSION LINE

ACCESS ROAD

GRANT OF EASEMENT AND EASEMENT AGREEMENT

This Access Road Grant of Easement and Easement Agreement ("Agreement") is made as of the 7th day of January, 2019, by and between **Strawberry Highlands, LLC** (GRANTOR), whether one or more, whose address is P.O. Box 541, Jackson, Wyoming 83001-0541, 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, non-exclusive easement and right-of-way for access road purposes (the "Easement") in, upon, over, and under the land described in **Exhibit A** (the "Property"), which is attached to and made a part of this Agreement. The Easement includes the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s) on the Property together with cuts and fills as needed, to access TRANSWEST facilities located on or in the vicinity of the Property.
2. 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 construction and operation and maintenance of Easement roads. Notwithstanding, TRANSWEST shall take all reasonable precautions to avoid damage, and agrees to repair or reasonably compensate GRANTOR for damage that occurs to agricultural crops 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 herein, including damages to crops that occurs in successive years.

3. RELOCATION. TRANSWEST shall agree to the relocation of Easement roads provided that GRANTOR furnishes such alternate locations for roads within the Property deemed satisfactory to TRANSWEST.

4. GRANTOR'S TITLE. GRANTOR represents and warrants ownership of the Property in fee simple absolute, and has 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 Easement.

5. LIENS. TRANSWEST may, at its option, remove any outstanding liens and encumbrances not expressly provided for herein and discharge them, 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.

6. 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.

7. 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 GRANTOR's successors, and the Easement, or any portions so abandoned, shall terminate. 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.

8. 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 in this Agreement. 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.

9. 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.

10. 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.

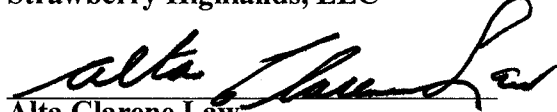
11. COUNTERPARTS. This Agreement may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.

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

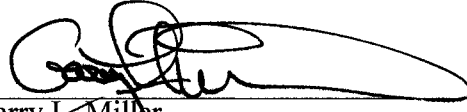
GRANTOR

TRANSWEST EXPRESS LLC


Strawberry Highlands, LLC



Alta Clarene Law
Manager



Garry L. Miller
Vice President
Land and Environmental Affairs

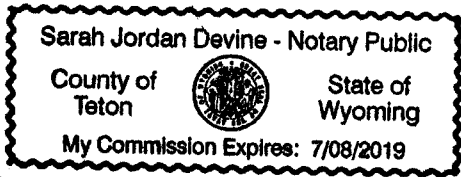


David K. Larson
Manager

ACKNOWLEDGMENT

STATE OF Wyoming)
) ss:
COUNTY OF Teton)

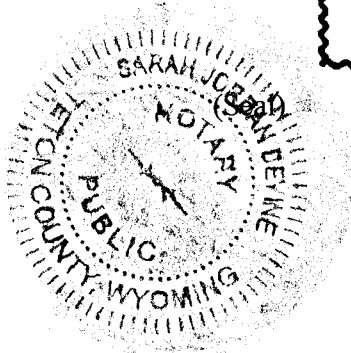
The foregoing instrument was acknowledged before me this 7 day of January, 2019, by **Alta Clarene Law** as **Manager** for **Strawberry Highlands, LLC**, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument.



WITNESS my hand and official seal.

Sarah Jordan Devine
Notary Public

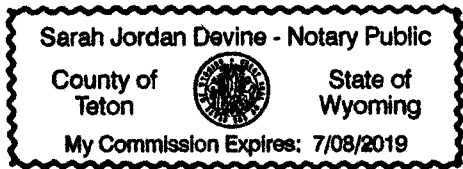
My commission expires: 07-08-2019



ACKNOWLEDGMENT

STATE OF Wyoming)
) ss:
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 7 day of January, 2019, by **David K. Larson** as **Manager** for **Strawberry Highlands, LLC**, 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.

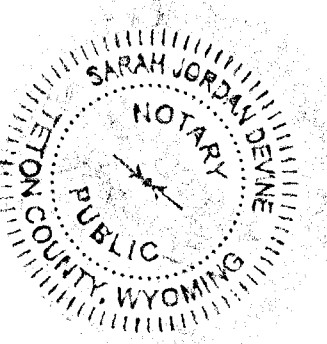


(Seal)

WITNESS my hand and official seal.

Sarah Jordan Devine
Notary Public

My commission expires: 07-08-2019

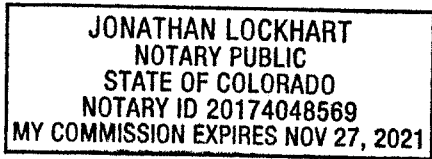


ACKNOWLEDGMENT

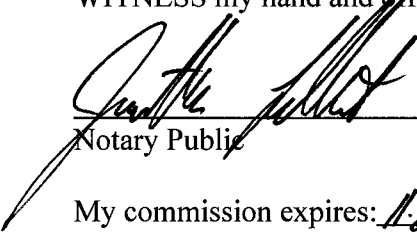
STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of January, 2019, 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.



(Seal)



Notary Public
My commission expires: 1.27.2021

PARCEL I.D. : 00-0010-9939

EXHIBIT "A"

ACCESS ROAD EASEMENT DESCRIPTION

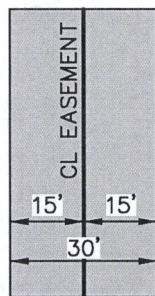
A STRIP OF LAND 30 FEET WIDE LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LOCATED IN SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AND RECORDED IN BOOK 953, PAGE 2207-2210, OFFICIAL RECORDS, WASATCH COUNTY, UTAH, IN DEED TO STRAWBERRY HIGHLANDS, LLC, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21 WHENCE THE SOUTHWEST CORNER OF SAID SECTION 21 BEARS S00°19'12"E 2639.61 FEET:

THENCE S75°54'35"E 834.43 FEET TO A POINT ALONG THE WESTERLY LINE OF THE TRANSMISSION LINE EASEMENT IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, TO THE **POINT OF BEGINNING**;

- THENCE S78°34'09"W 57.24 FEET;
- THENCE S66°53'29"W 47.75 FEET;
- THENCE S55°07'05"W 97.96 FEET;
- THENCE S68°14'03"W 63.03 FEET;
- THENCE S82°54'35"W 42.10 FEET;
- THENCE N72°02'36"W 52.76 FEET;
- THENCE S87°21'01"W 47.60 FEET;
- THENCE N83°49'54"W 41.88 FEET;
- THENCE S86°05'24"W 58.38 FEET;
- THENCE S63°48'12"W 51.17 FEET;
- THENCE S50°02'19"W 112.75 FEET;
- THENCE S53°59'02"W 72.73 FEET;
- THENCE S65°47'10"W 66.37 FEET;

(CONTINUED ON SHEET 2 OF 4)



POINT OF BEGINNING BEARS S75°54'35"E 834.43 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, T4S, R10W, U.S.B.&M.

TYPICAL EASEMENT DETAIL
NO SCALE

CERTIFICATE

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



BRANDON BOWTHORPE
REGISTERED LAND SURVEYOR
REGISTRATION NO. 6631032
STATE OF UTAH 07-31-18

REV.-02: 07-31-18 M.H. (ACCESS ROAD RE-ROUTE)

SHEET 1 OF 4

TRANSWEST EXPRESS LLC

ACCESS ROAD EASEMENT ON STRAWBERRY HIGHLANDS, LLC LANDS SECTION 21, T4S, R10W, U.S.B.&M. WASATCH COUNTY, UTAH



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

SURVEYED BY	D.P.	11-22-18	SCALE
DRAWN BY	M.H.	02-20-18	N/A
FILE:	63049-A1		

ACCESS ROAD EASEMENT

PARCEL I.D. : 00-0010-9939

EXHIBIT "A"

ACCESS ROAD EASEMENT DESCRIPTION (cont.)

(CONTINUED FROM SHEET 1 OF 4)

THENCE S41°05'04"W 26.60 FEET;
 THENCE S24°07'26"W 25.50 FEET;
 THENCE S10°17'56"W 34.35 FEET;
 THENCE S01°08'54"W 82.33 FEET;
 THENCE S05°47'52"E 154.76 FEET;
 THENCE S01°40'35"E 356.75 FEET;
 THENCE S05°05'02"E 152.47 FEET;
 THENCE S08°44'50"E 57.60 FEET;
 THENCE S21°28'54"E 185.29 FEET TO A POINT ALONG THE WESTERLY LINE OF THE TRANSMISSION LINE EASEMENT IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, WHICH BEARS N07°22'46"E 1129.47 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 21, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDE LINES OF SAID DESCRIBED EASEMENT BEING SHORTENED OR ELONGATED TO MEET THE EDGE OF THE TRANSMISSION LINE EASEMENT.

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 1.300 ACRES MORE OR LESS.

POINT OF TERMINATION
 BEARS N07°22'46"E
 1129.47 FEET FROM THE
 SOUTHWEST CORNER OF
 SECTION 21, T4S, R10W,
 U.S.B.&M.

CERTIFICATE

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



REV.- 02: 07-31-18 M.H. (ACCESS ROAD RE-ROUTE)

SHEET 2 OF 4

TRANSWEST EXPRESS LLC

ACCESS ROAD EASEMENT ON
 STRAWBERRY HIGHLANDS, LLC LANDS
 SECTION 21, T4S, R10W, U.S.B.&M.
 WASATCH COUNTY, UTAH



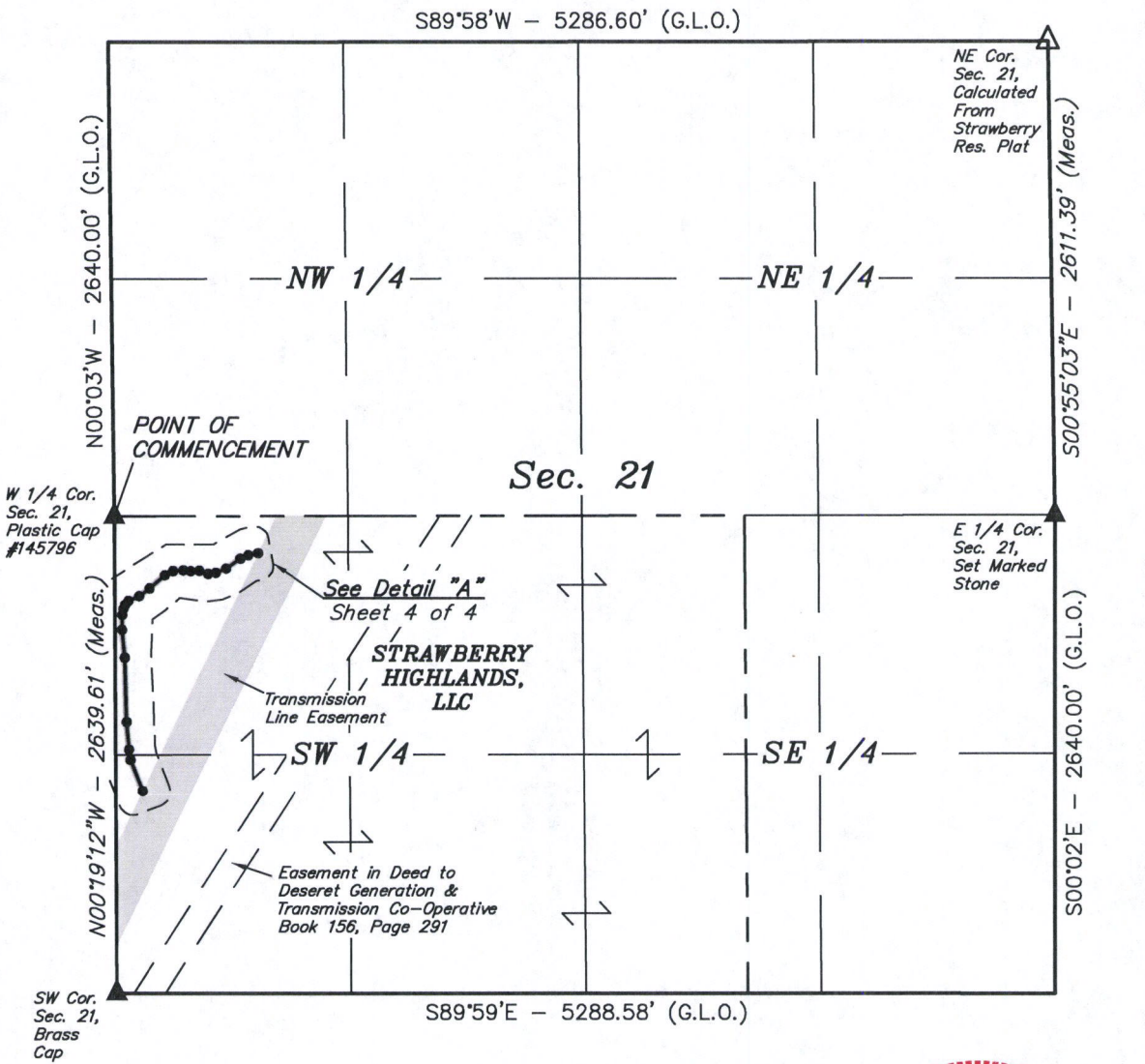
UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017

SURVEYED BY	D.P.	11-22-18	SCALE
DRAWN BY	M.H.	02-20-18	N/A
FILE:	63049-A2		

ACCESS ROAD EASEMENT

PARCEL I.D. : 00-0010-9939

EXHIBIT "A"

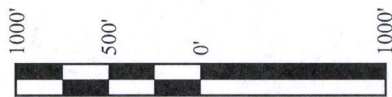


W 1/4 Cor. Sec. 21, Plastic Cap #145796

NE Cor. Sec. 21, Calculated From Strawberry Res. Plat

E 1/4 Cor. Sec. 21, Set Marked Stone

SW Cor. Sec. 21, Brass Cap



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

REV.-02: 07-31-18 M.H. (ACCESS ROAD RE-ROUTE)

CERTIFICATE

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

Brandon Rowthorpe
 BRANDON ROWTHORPE
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 6631032
 STATE OF UTAH

UINTAH
ENGINEERING & LAND SURVEYING

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

TRANSWEST EXPRESS LLC

ACCESS ROAD EASEMENT ON STRAWBERRY HIGHLANDS, LLC LANDS SECTION 21, T4S, R10W, U.S.B.&M. WASATCH COUNTY, UTAH

SURVEYED BY	D.P.	11-22-18	SCALE
DRAWN BY	M.H.	02-20-18	1" = 1000'
FILE:	63049-A3		

ACCESS ROAD EASEMENT

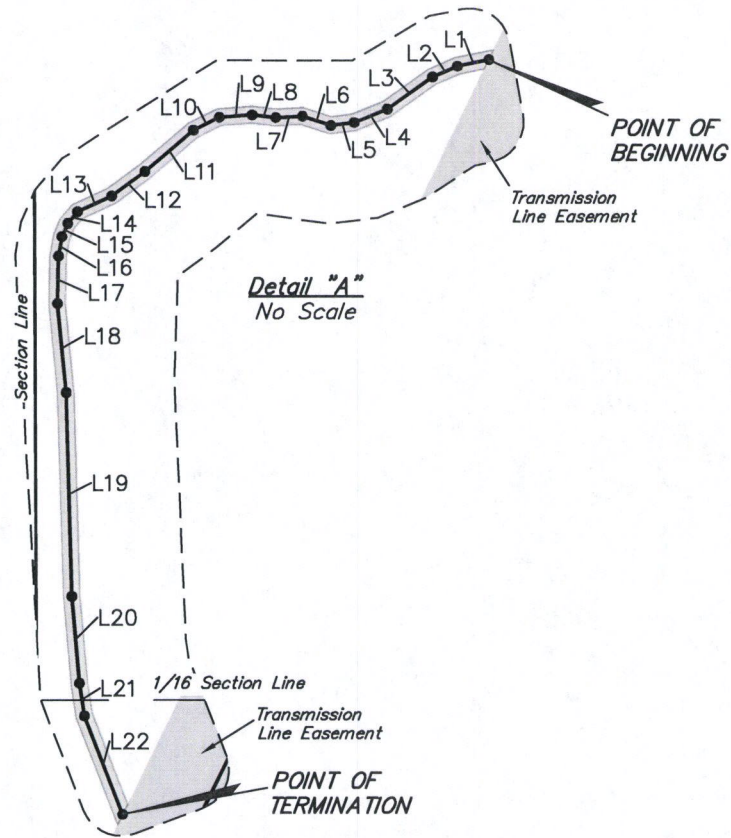
NOTES:
 Basis of Bearings: All bearings are Grid Bearings of the Utah State Plane Coordinate System, Central Zone, North American Datum 1983 Based on GPS Observation of the Monuments Shown Hereon. All Measured Distances Shown are Ground Distances US Survey Feet.

SHEET 3 OF 4

PARCEL I.D. : 00-0010-9939

EXHIBIT "A"

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S78°34'09"W	57.24'
L2	S66°53'29"W	47.75'
L3	S55°07'05"W	97.96'
L4	S68°14'03"W	63.03'
L5	S82°54'35"W	42.10'
L6	N72°02'36"W	52.76'
L7	S87°21'01"W	47.60'
L8	N83°49'54"W	41.88'
L9	S86°05'24"W	58.38'
L10	S63°48'12"W	51.17'
L11	S50°02'19"W	112.75'
L12	S53°59'02"W	72.73'
L13	S65°47'10"W	66.37'
L14	S41°05'04"W	26.60'
L15	S24°07'26"W	25.50'
L16	S10°17'56"W	34.35'
L17	S01°08'54"W	82.33'
L18	S05°47'52"E	154.76'
L19	S01°40'35"E	356.75'
L20	S05°05'02"E	152.47'
L21	S08°44'50"E	57.60'
L22	S21°28'54"E	185.29'



ACREAGE / LENGTH TABLE			
PROPERTY OWNER	FEET	ACRES	RODS
STRAWBERRY HIGHLANDS, LLC	1887.37	1.300	114.39

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



REV.-02: 07-31-18 M.H. (ACCESS ROAD RE-ROUTE)

SHEET 4 OF 4



UINTAH
 ENGINEERING & LAND SURVEYING
 UELS, LLC
 Corporate Office * 85 South 200 East
 Vernal, UT 84078 * (435) 789-1017

TRANSWEST EXPRESS LLC
 ACCESS ROAD EASEMENT ON
 STRAWBERRY HIGHLANDS, LLC LANDS
 SECTION 21, T4S, R10W, U.S.B.&M.
 WASATCH COUNTY, UTAH

SURVEYED BY	D.P.	11-22-18	SCALE
DRAWN BY	M.H.	02-20-18	N/A
FILE:	63049-A4		
ACCESS ROAD EASEMENT			