

Tax Serial Number:
00-0012-3187

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.

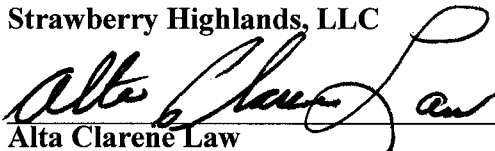
11. COUNTERPARTS. This Agreement may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.

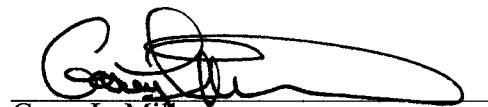
GRANTOR and TRANSWEST have signed this Agreement to be effective as of the date first above written.

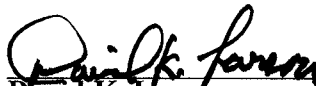
GRANTOR

TRANSWEST EXPRESS LLC

Strawberry Highlands, LLC


Alta Clarene Law
Manager

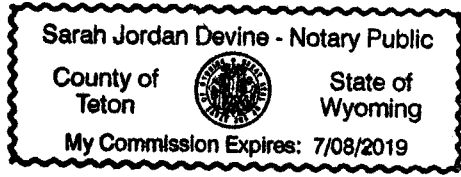

Garry L. Miller
Vice President
Land and Environmental Affairs


David K. Larson
Manager

ACKNOWLEDGMENT

STATE OF Wyoming)
) ss:
COUNTY OF Teton)

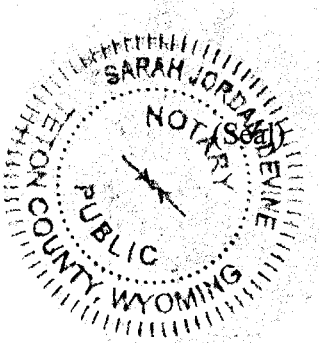
The foregoing instrument was acknowledged before me this 7 day of January, 2019, by Alta Clarene Law as Manager for Strawberry Highlands, LLC, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument.



WITNESS my hand and official seal.

Sarah Jordan Devine
Notary Public

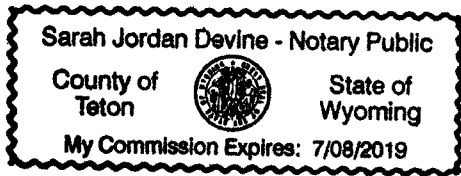
My commission expires: 07-08-2019



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.

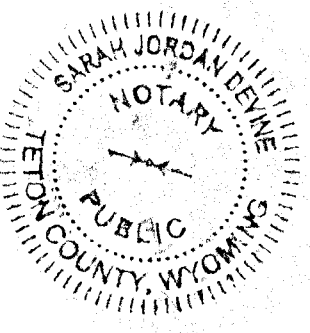


WITNESS my hand and official seal.

Sarah Jordan Devine
Notary Public

My commission expires: 07-08-2019

(Seal)

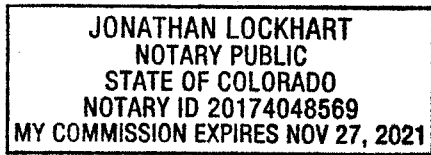


ACKNOWLEDGMENT

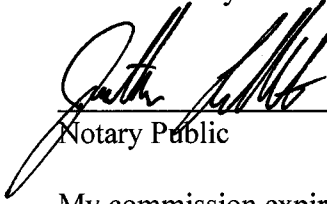
STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

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: 11.27.2021

PARCEL I.D. : 00-0012-3187

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 32, TOWNSHIP 4 SOUTH, RANGE 10 WEST, UINTAH SPECIAL BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING A PORTION OF THAT TRACT OF LAND AS ALL OF SAID SECTION 32, IN DEED TO STRAWBERRY HIGHLANDS, LLC, RECORDED IN BOOK 953, PAGE 2207-2210, OFFICIAL RECORDS, WASATCH COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

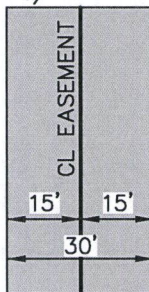
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32 WHENCE THE WEST QUARTER CORNER OF SAID SECTION 32 BEARS S00°18'46"E 2647.11 FEET:

THENCE S00°18'46"E 480.06 FEET, MORE OR LESS, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, TO THE **POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF A PROPOSED ROAD THE FOLLOWING COURSES: S78°42'17"E 46.81 FEET;

- THENCE S87°07'11"E 78.69 FEET;
- THENCE N89°19'04"E 96.44 FEET;
- THENCE N84°48'30"E 58.47 FEET;
- THENCE N78°29'48"E 71.89 FEET;
- THENCE N62°00'39"E 43.92 FEET;
- THENCE N50°52'39"E 47.83 FEET;
- THENCE N42°44'27"E 128.20 FEET;
- THENCE N30°16'52"E 33.08 FEET;
- THENCE N40°09'39"E 142.87 FEET;
- THENCE N60°56'25"E 29.01 FEET;
- THENCE S86°30'24"E 24.67 FEET;
- THENCE S65°52'38"E 29.74 FEET;
- THENCE S46°32'16"E 27.28 FEET;
- THENCE S36°20'54"E 33.48 FEET;
- THENCE S26°09'54"E 116.70 FEET;
- THENCE S14°40'48"E 105.87 FEET;
- THENCE S04°06'41"E 136.51 FEET;
- THENCE S00°34'25"E 115.91 FEET;

(CONTINUED ON SHEET 2 OF 4)



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.



REV.- 01: 03-07-18 C.I. (UPDATE BOOK AND PAGE)

SHEET 1 OF 4

TRANSWEST EXPRESS LLC

**ACCESS ROAD EASEMENT ON
STRAWBERRY HIGHLANDS, LLC LANDS
SECTION 32, T4S, R10W, U.S.B.&M.
WASATCH COUNTY, UTAH**

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

SURVEYED BY	D.P.	11-22-17	SCALE
DRAWN BY	M.H.	02-20-18	N/A
FILE:	63052-A1		

ACCESS ROAD EASEMENT

PARCEL I.D. : 00-0012-3187

EXHIBIT "A"

ACCESS ROAD EASEMENT DESCRIPTION

(CONTINUED FROM SHEET 1 OF 4)

THENCE S07°46'01"E 59.36 FEET;
 THENCE S25°16'58"E 52.49 FEET;
 THENCE S42°21'34"E 67.39 FEET;
 THENCE S61°01'46"E 77.15 FEET;
 THENCE S77°26'43"E 58.92 FEET;
 THENCE S85°55'17"E 42.79 FEET;
 THENCE N81°03'48"E 54.77 FEET;
 THENCE N65°12'48"E 22.27 FEET TO A POINT ALONG THE NORTHERLY LINE OF THE TRANSMISSION LINE EASEMENT IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, WHICH BEARS S52°20'44"E 1449.80 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 32, 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 AND 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 1.243 ACRES MORE OR LESS.

POINT OF TERMINATION
 BEARS S52°20'44"E
 1449.80 FEET FROM THE
 NORTHWEST CORNER OF
 SECTION 32, 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.



SHEET 2 OF 4

TRANSWEST EXPRESS LLC

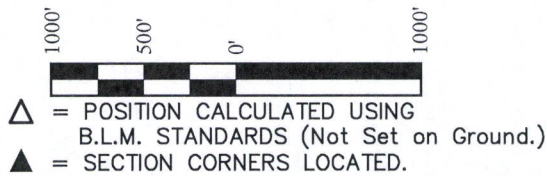
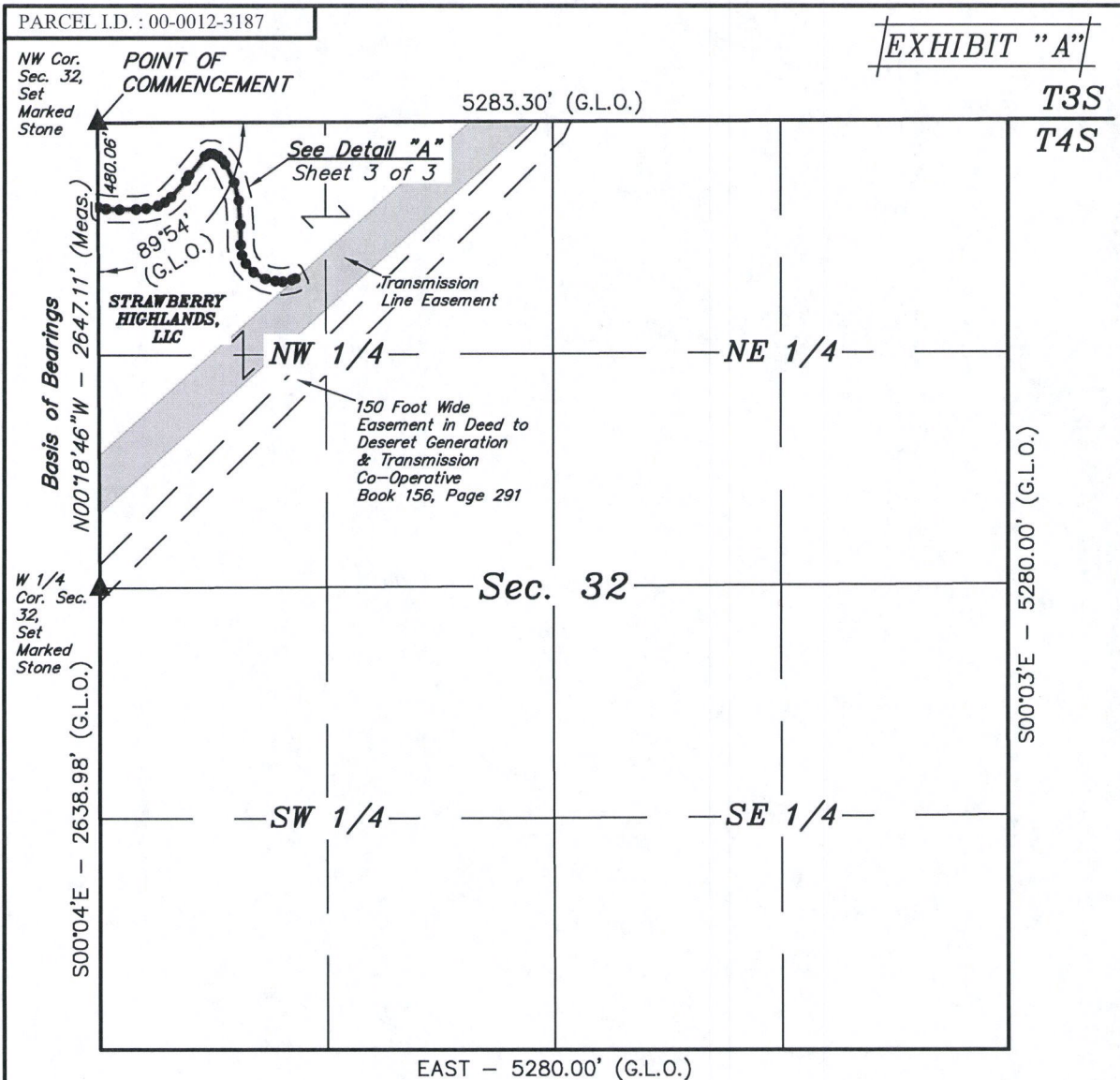
ACCESS ROAD EASEMENT ON
 STRAWBERRY HIGHLANDS, LLC LANDS
 SECTION 32, T4S, R10W, U.S.B.&M.
 WASATCH COUNTY, UTAH



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

SURVEYED BY	D.P.	11-22-17	SCALE
DRAWN BY	M.H.	02-20-18	N/A
FILE:	63052-A2		

ACCESS ROAD EASEMENT



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 R. Rowthorpe

REGISTERED LAND SURVEYOR
REGISTRATION NO. 6631032
STATE OF UTAH

ACREAGE / LENGTH TABLE			
PROPERTY OWNER	FEET	ACRES	RODS
STRAWBERRY HIGHLANDS, LLC	1802.51	1.243	109.24

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.

UINTAH
ENGINEERING & LAND SURVEYING

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

TRANSWEST EXPRESS LLC

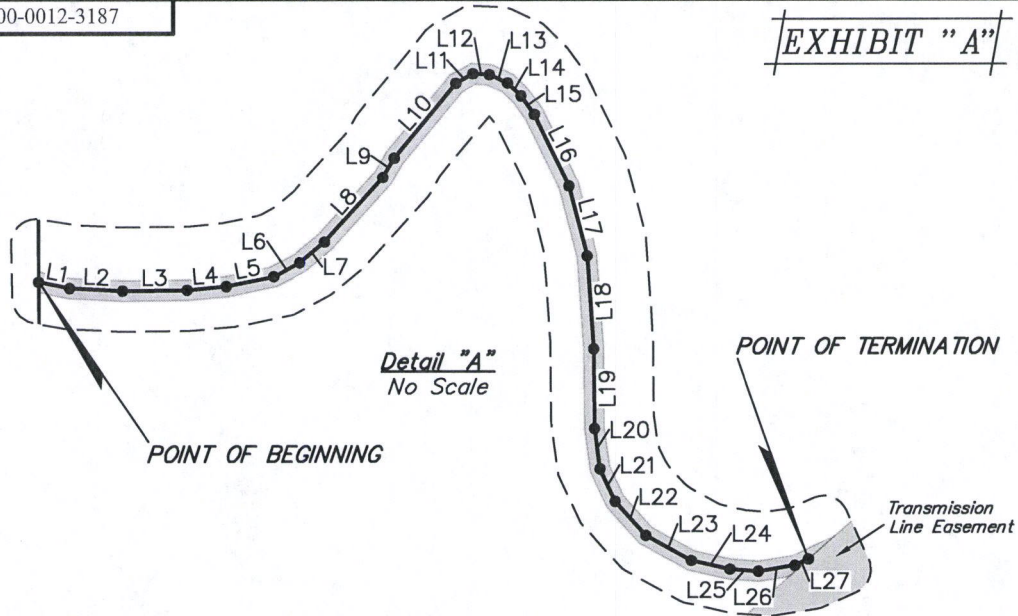
ACCESS ROAD EASEMENT ON STRAWBERRY HIGHLANDS, LLC LANDS SECTION 32, T4S, R10W, U.S.B.&M. WASATCH COUNTY, UTAH

SURVEYED BY	D.P.	11-22-17	SCALE
DRAWN BY	M.H.	02-20-18	1" = 1000'
FILE:	63052-A3		

ACCESS ROAD EASEMENT

PARCEL I.D. : 00-0012-3187

EXHIBIT "A"



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S78°42'17"E	46.81'
L2	S87°07'11"E	78.69'
L3	N89°19'04"E	96.44'
L4	N84°48'30"E	58.47'
L5	N78°29'48"E	71.89'
L6	N62°00'39"E	43.92'
L7	N50°52'39"E	47.83'
L8	N42°44'27"E	128.20'
L9	N30°16'52"E	33.08'
L10	N40°09'39"E	142.87'
L11	N60°56'25"E	29.01'
L12	S86°30'24"E	24.67'
L13	S65°52'38"E	29.74'
L14	S46°32'16"E	27.28'
L15	S36°20'54"E	33.48'
L16	S26°09'54"E	116.70'
L17	S14°40'48"E	105.87'
L18	S04°06'41"E	136.51'
L19	S00°34'25"E	115.91'
L20	S07°46'01"E	59.36'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	S25°16'58"E	52.49'
L22	S42°21'34"E	67.39'
L23	S61°01'46"E	77.15'
L24	S77°26'43"E	58.92'
L25	S85°55'17"E	42.79'
L26	N81°03'48"E	54.77'
L27	N65°12'48"E	22.27'

CERTIFICATE
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SHEET 4 OF 4

TRANSWEST EXPRESS LLC

**ACCESS ROAD EASEMENT ON
 STRAWBERRY HIGHLANDS, LLC LANDS
 SECTION 32, T4S, R10W, U.S.B.&M.
 WASATCH COUNTY, UTAH**

SURVEYED BY	D.P.	11-22-17	SCALE
DRAWN BY	M.H.	02-20-18	N/A
FILE:	63052-A4		

ACCESS ROAD EASEMENT



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

