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Book - 10992 Pg - 7960-8010
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE
1996 E 6400 S #120
SLC UT 84121
BY: TCA, DEPUTY - WI 51 P.

PERPETUAL PUBLIC ROAD MAINTENANCE AGREEMENT

Know all men by these presents that a Roadway Consent Agreement, a copy of which is attached hereto, was signed on May 8, 2019 by Kern River Gas Transmission Company ("Kern River"), the undersigned owner of a perpetual easement and right-of-way, for the purpose of laying, maintaining, operating, inspecting, protecting, removing and replacing pipelines, valves, valve boxes, and other gas transmission and distribution facilities ("easement"). The easement traverses the Copper Rim Subdivision, Phases 1A and 1B area ("property") in the municipal boundaries of the City of West Jordan ("City"), a municipal corporation in the State of Utah. By signing the Roadway Consent Agreement, Kern River has permitted paved public roads on the property in the City to be constructed over the easement. For purposes of the Roadway Consent Agreement, "public entity" shall include Kern River.

The parties now desire to agree and clarify certain issues regarding perpetual public road maintenance and repairs for the portions of paved public roads on the property that are or will be constructed on the property within the easement. Therefore, by signing this Perpetual Public Road Maintenance Agreement, Kern River agrees and clarifies that the City of West Jordan does not need a permit from Kern River to drive street legal large vehicles and heavy equipment on the paved public roads, and to conduct routine public road maintenance in the dedicated paved public road areas portion of the easement on the property. "Routine public road maintenance" includes, but is not limited to: overlays, chip seals, pot hole repairs, and other asphalt maintenance and repairs; maintenance of curb, gutter, sidewalk, and other concrete repairs; snow removal and salting of public roads; and maintenance and repair of culinary water, sanitary sewer, storm drain, or other utility systems. "Routine public road maintenance" excludes work that involves excavation of any kind, use of non-street legal large vehicles and heavy equipment, and installation or construction of new roadways, sidewalk, curb, gutter, water, sewer, or other utility systems. The City agrees that it will comply with all applicable laws and regulations, including Utah's one call law.

Moreover, the parties agree that the Specific Encroachment Agreement, signed by Kern River, a copy of which is attached hereto, shall terminate as of the date that the plats for Copper Rim Subdivision Phases 1A and 1B are recorded and the streets for said plats are accepted by the City, as evidenced by a letter or other documentation sent by the City to the other parties.

The following "parties" acknowledge mutual consideration for the terms of this agreement.

Dated this 30 day of July 2019 A.D.

RD

Kern River Gas Company

By:

[Signature]

Title: Vice President, Operations + Engineering

KERN RIVER GAS TRANSMISSION COMPANY ACKNOWLEDGMENT

STATE OF UTAH

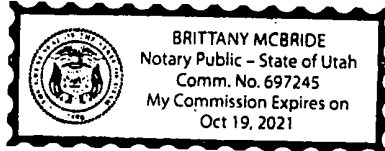
:SS

COUNTY OF SALT LAKE

On this 1st day of August 2019, personally appeared before me Robert S. Checketts, who being by me duly sworn did say that he/she is an authorized representative of Kern River Gas Company, a corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors, and he/she acknowledged to me that said corporation executed the same.

My Commission Expires: October 19, 2021
Residing in Salt Lake
County, Utah

[Signature]
Notary Public



City of West Jordan

By: [Signature]

Title: Mayor

WEST JORDAN CITY ACKNOWLEDGMENT

STATE OF UTAH

:SS

COUNTY OF SALT LAKE

On this 27 day of January, 2020 personally appeared before me _____, who being by me duly sworn did say that he/she is an authorized representative of the City of West Jordan, and that the foregoing instrument was signed in behalf of the City of West Jordan by proper authority, and he/she acknowledged to me that said municipal corporation executed the same.

[Signature]
Notary Public

My Commission Expires: 6-15-22
Residing in Salt Lake
County, Utah



CW Copper Rim 1, LLC

By: *Colin Wright*

Title: Manager

CW COPPER RIM 1, LLC ACKNOWLEDGMENT

STATE OF UTAH

:SS

COUNTY OF DAVIS ~~SALT LAKE~~

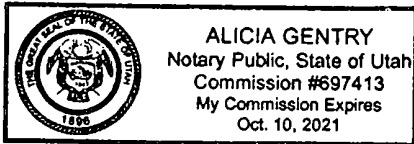
On this 2 day of August 2019, personally appeared before me Colin Wright, who being by me duly sworn did say that he/she is an authorized representative of CW Copper Rim 1, LLC, and that the foregoing instrument was signed in behalf of Copper Rim 1, LLC by proper authority, and he/she acknowledged to me that said company executed the same.

My Commission Expires: 10/10/21

Residing in Layton, UT

County, DAVIS

Alicia Gentry
Notary Public



LEGAL DESCRIPTION

COPPER RIM PHASE 1A SUBDIVISION, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1772.15 FEET AND NORTH 0°01'15" WEST 78.35 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 89°59'21" WEST ALONG THE NORTHERLY RIGHT OF WAY OF 7800 SOUTH 87.92 FEET; THENCE NORTH 0°38'32" WEST 592.06 FEET; THENCE NORTH 0°38'28" WEST 55.92 FEET; THENCE NORTH 7°03'24" WEST 28.72 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 958.22 FOOT RADIUS CURVE TO THE LEFT 283.56 FEET, HAVING A CENTRAL ANGLE OF 16°57'19" (CHORD N13°46'35"W, 282.53') TO A POINT ON A CURVE, CENTER BEARS SOUTH 63°10'07" WEST; THENCE NORTHWESTERLY ALONG A 92.00 FOOT RADIUS CURVE TO THE LEFT 11.88 FEET, HAVING A CENTRAL ANGLE OF 7°24'03" (CHORD N30°31'55"W, 11.88') TO A POINT ON A CURVE, CENTER BEARS SOUTH 55°40'35" WEST; THENCE NORTHWESTERLY ALONG A 398.69 FOOT RADIUS CURVE TO THE LEFT 21.92 FEET, HAVING A CENTRAL ANGLE OF 3°09'02" (CHORD N35°53'56"W, 21.92') TO A POINT ON A CURVE, CENTER BEARS SOUTH 52°29'46" WEST; THENCE NORTHWESTERLY ALONG A 31.50 FOOT RADIUS CURVE TO THE LEFT 13.36 FEET, HAVING A CENTRAL ANGLE OF 24°18'35" (CHORD N49°39'32"W, 13.26') TO A COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A 62.50 FOOT RADIUS CURVE TO THE LEFT 44.67 FEET, HAVING A CENTRAL ANGLE OF 40°57'10" (CHORD N82°17'24"W, 43.73') TO A POINT OF TANGENCY; THENCE SOUTH 77°31'45" WEST 35.59 FEET; THENCE NORTH 12°28'15" WEST 50.00 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 12°28'00" WEST; THENCE NORTHEASTERLY ALONG A 87.50 FOOT RADIUS CURVE TO THE LEFT 34.94 FEET, HAVING A CENTRAL ANGLE OF 22°52'33" (CHORD N66°05'43"E, 34.70') TO A POINT OF TANGENCY; THENCE NORTH 54°39'27" EAST 21.01 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 37.50 FOOT RADIUS CURVE TO THE LEFT 20.26 FEET, HAVING A CENTRAL ANGLE OF 30°57'43" (CHORD N39°10'36"E, 20.02') TO A POINT ON A CURVE, CENTER BEARS SOUTH 54°25'43" WEST; THENCE NORTHWESTERLY ALONG A 1915.18 FOOT RADIUS CURVE TO THE LEFT 72.51 FEET, HAVING A CENTRAL ANGLE OF 2°10'09" (CHORD N36°39'22"W, 72.51') TO A POINT ON A CURVE, CENTER BEARS SOUTH 52°15'13" WEST; THENCE NORTHWESTERLY ALONG A 1908.69 FOOT RADIUS CURVE TO THE LEFT 257.76 FEET, HAVING A CENTRAL ANGLE OF 7°44'15" (CHORD N41°36'54"W, 257.56') TO A POINT OF TANGENCY; THENCE NORTH 45°06'20" WEST 240.71 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 965.00 FOOT RADIUS CURVE TO THE LEFT 151.01 FEET, HAVING A CENTRAL ANGLE OF 8°57'58" (CHORD N49°35'19"W, 150.85') TO A POINT OF TANGENCY; THENCE NORTH 54°04'17" WEST 97.92 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 1035.00 FOOT RADIUS CURVE TO THE RIGHT 300.83 FEET, HAVING A CENTRAL ANGLE OF 16°39'12" (CHORD N45°44'42"W, 299.77') TO A POINT; THENCE NORTH 52°34'55" EAST 70.00 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 52°34'55" EAST; THENCE SOUTHEASTERLY ALONG A 965.00 FOOT RADIUS CURVE TO THE LEFT 280.48 FEET, HAVING A CENTRAL ANGLE OF 16°39'12" (CHORD S45°44'41"E, 279.50') TO A POINT OF TANGENCY; THENCE SOUTH 54°04'17" EAST 97.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 1035.00 FOOT RADIUS CURVE TO THE RIGHT 161.96 FEET, HAVING A CENTRAL ANGLE OF 8°57'58" (CHORD S49°35'18"E 161.80') TO A POINT OF TANGENCY; THENCE SOUTH 45°06'20" EAST 335.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT 125.30 FEET, HAVING A CENTRAL ANGLE OF 6°54'10" (CHORD S41°39'14"E, 125.22') TO A POINT ON A CURVE, CENTER BEARS NORTH 46°57'28" EAST; THENCE SOUTHEASTERLY ALONG A 199.94 FOOT RADIUS CURVE TO THE LEFT 118.67 FEET, HAVING A CENTRAL ANGLE OF 34°00'27" (CHORD S60°02'46"E, 116.94') TO A POINT OF TANGENCY; THENCE SOUTH 77°02'18" EAST 88.85 FEET; THENCE SOUTH 3°45'18" EAST 129.90 FEET TO A POINT ON A CURVE, CENTER BEARS SOUTH 27°19'24" EAST; THENCE SOUTHWESTERLY ALONG A 79.75 FOOT RADIUS CURVE

TO THE LEFT 19.68 FEET, HAVING A CENTRAL ANGLE OF 14°08'09" (CHORD S55°36'31"W, 19.63') TO A POINT ON A CURVE, CENTER BEARS SOUTH 41°25'44" EAST; THENCE SOUTHWESTERLY ALONG A 67.00 FOOT RADIUS CURVE TO THE LEFT 76.07 FEET, HAVING A CENTRAL ANGLE OF 65°03'11" (CHORD S16°02'41"W, 72.05') TO A POINT ON A CURVE, CENTER BEARS SOUTH 70°02'46" WEST; THENCE SOUTHEASTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT 61.36 FEET, HAVING A CENTRAL ANGLE OF 3°22'50" (CHORD S18°15'49"E, 61.36') TO A POINT ON A CURVE, CENTER BEARS SOUTH 73°25'36" WEST; THENCE SOUTHEASTERLY ALONG A 1059.88 FOOT RADIUS CURVE TO THE RIGHT 29.06 FEET, HAVING A CENTRAL ANGLE OF 1°34'15" (CHORD S15°45'55"E, 29.06') TO A POINT ON A CURVE, CENTER BEARS NORTH 73°42'41" EAST; THENCE SOUTHEASTERLY ALONG A 44.38 FOOT RADIUS CURVE TO THE LEFT 10.14 FEET, HAVING A CENTRAL ANGLE OF 13°05'40" (CHORD S22°50'09"E, 10.12') TO A POINT OF TANGENCY; THENCE SOUTH 29°17'32" EAST 13.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 55.00 FOOT RADIUS CURVE TO THE RIGHT 15.94 FEET, HAVING A CENTRAL ANGLE OF 16°36'38" (CHORD S20°59'13"E, 15.89') TO A POINT OF TANGENCY; THENCE SOUTH 12°40'54" EAST 5.94 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 55.00 FOOT RADIUS CURVE TO THE RIGHT 14.78 FEET, HAVING A CENTRAL ANGLE OF 15°23'32" (CHORD S4°59'08"E, 14.73') TO A POINT OF TANGENCY; THENCE SOUTH 2°42'38" WEST 17.21 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 45.00 FOOT RADIUS CURVE TO THE LEFT 10.17 FEET, HAVING A CENTRAL ANGLE OF 12°57'04" (CHORD S3°45'53"E, 10.15') TO A POINT ON A CURVE, CENTER BEARS SOUTH 79°46'01" WEST; THENCE 1040.68 FOOT RADIUS CURVE TO THE RIGHT 174.10 FEET, HAVING A CENTRAL ANGLE OF 9°35'07" (CHORD S5°26'21"E, 173.90') TO A POINT OF TANGENCY; THENCE SOUTH 0°38'32" EAST 563.75 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT 13.09 FEET, HAVING A CENTRAL ANGLE OF 29°59'38" (CHORD S15°38'21"E, 12.94') TO A POINT OF TANGENCY; THENCE SOUTH 30°38'10" EAST 5.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT 4.43 FEET, HAVING A CENTRAL ANGLE OF 8°27'26" (CHORD S26°24'27"E, 4.42') TO THE POINT OF BEGINNING.

CONTAINS 4.35 ACRES.

BEING A PORTION OF PARCELS: 20264560020000, 20263260044002, 20263260054002

[The Legal Description for COPPER RIM PHASE 1B SUBDIVISION shall be attached here.]

Copper Rim Phase 1B Legal Description

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1760.09 FEET AND NORTH 0°43'42" WEST 1323.99 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE ALONG THE BOUNDARY LINE AGREEMENT WITH ENTRY NUMBER 12937383 THE FOLLOWING TWO (2) CALLOUTS: 1) SOUTH 89°48'34" WEST 51.55 FEET; 2) SOUTH 3°45'18" EAST 107.71 FEET; THENCE ALONG COPPER RIM PHASE 1A THE FOLLOWING EIGHT (8) CALLOUTS: 1) NORTH 77°02'18" WEST 88.85 FEET TO A POINT OF CURVATURE; 2) THENCE NORTHWESTERLY ALONG A 199.94 FOOT RADIUS CURVE TO THE RIGHT 118.67 FEET, HAVING A CENTRAL ANGLE OF 34°00'27" (CHORD N60°02'46"W, 116.94') TO A POINT OF A REVERSE CURVE; 3) THENCE NORTHWESTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE LEFT 125.30 FEET, HAVING A CENTRAL ANGLE OF 6°54'10" (CHORD N41°39'14"W, 125.22') TO A POINT OF TANGENCY; 4) THENCE NORTH 45°06'20" WEST 335.18 FEET TO A POINT OF CURVATURE; 5) THENCE NORTHWESTERLY ALONG A 1035.00 FOOT RADIUS CURVE TO THE LEFT 161.96 FEET, HAVING A CENTRAL ANGLE OF 8°57'58" (CHORD N49°35'18"W, 161.80') TO A POINT OF TANGENCY; 6) THENCE NORTH 54°04'17" WEST 97.92 FEET TO A POINT OF CURVATURE; 7) THENCE NORTHWESTERLY ALONG A 965.00 FOOT RADIUS CURVE TO THE RIGHT 280.48 FEET, HAVING A CENTRAL ANGLE OF 16°39'12" (CHORD N45°44'41"W, 279.50'); 8) THENCE SOUTH 52°34'55" WEST 70.00 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 52°34'01" EAST; THENCE NORTHWESTERLY ALONG A 1025.58 FOOT RADIUS CURVE TO THE RIGHT 38.29 FEET, HAVING A CENTRAL ANGLE OF 2°08'21" (CHORD N36°21'48"W, 38.29') TO A POINT OF TANGENCY; THENCE NORTH 35°17'56" WEST 138.49 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 29.85 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" (CHORD N80°17'56"W, 26.87'); THENCE NORTH 35°17'56" WEST 53.50 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 35°17'56" WEST; THENCE NORTHEASTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 29.85 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" (CHORD N9°42'04"E, 26.87') TO A POINT OF TANGENCY; THENCE NORTH 35°17'56" WEST 21.92 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 475.00 FOOT RADIUS CURVE TO THE LEFT 182.84 FEET, HAVING A CENTRAL ANGLE OF 22°03'18" (CHORD N46°19'35"W, 181.72') TO A POINT OF TANGENCY; THENCE NORTH 57°21'14" WEST 33.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 27.40 FEET, HAVING A CENTRAL ANGLE OF 82°37'23" (CHORD S81°20'04"W, 25.09') TO A POINT OF TANGENCY; THENCE SOUTH 40°01'04" WEST 23.39 FEET; THENCE NORTH 49°58'27" WEST 53.50 FEET; THENCE NORTH 40°00'32" EAST 11.54 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 32.29 FEET, HAVING A CENTRAL ANGLE OF 97°22'37" (CHORD N8°39'56"W, 28.54') TO A POINT OF TANGENCY; THENCE NORTH 57°21'14" WEST 22.30 FEET; THENCE NORTH 32°38'46" EAST 70.00 FEET; THENCE SOUTH 57°21'17" EAST 36.29 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 27.40 FEET, HAVING A CENTRAL ANGLE OF 82°37'26" (CHORD N81°20'05"E, 25.09') TO A POINT OF TANGENCY; THENCE NORTH 40°01'23" EAST 81.74 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 473.25 FOOT RADIUS CURVE TO THE LEFT 73.30 FEET, HAVING A CENTRAL ANGLE OF 8°52'30" (CHORD N35°35'08"E, 73.23') TO A POINT OF TANGENCY; THENCE NORTH 31°08'53" EAST 116.59 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 25.56 FEET, HAVING A CENTRAL ANGLE OF 77°04'06" (CHORD N7°23'10"W, 23.67') TO A POINT OF TANGENCY; THENCE NORTH 45°55'10" WEST 42.23 FEET; THENCE NORTH 44°04'50" EAST 70.00 FEET; THENCE SOUTH 45°55'10" EAST 17.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 35.00 FEET, HAVING A CENTRAL ANGLE OF 105°33'29" (CHORD N81°18'05"E, 30.26'); THENCE SOUTH 61°28'39" EAST 53.50 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 61°28'39" WEST; THENCE SOUTHWESTERLY ALONG A 351.75 FOOT RADIUS CURVE TO THE RIGHT 16.12 FEET, HAVING A CENTRAL ANGLE OF 2°37'32" (CHORD S29°50'07"W, 16.12') TO A POINT OF TANGENCY; THENCE SOUTH 31°08'53" WEST 8.29 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 25.56 FEET, HAVING A CENTRAL ANGLE OF 77°04'03" (CHORD S7°23'09"E, 23.67') TO A POINT OF TANGENCY; THENCE SOUTH 45°55'16" EAST 97.65 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 467.25 FOOT RADIUS CURVE TO THE LEFT 66.89 FEET, HAVING A CENTRAL ANGLE OF 8°12'09" (CHORD S50°02'10"E, 66.83'); THENCE NORTH 31°08'59" EAST 99.22 FEET; THENCE NORTH 89°43'41" EAST 902.45 FEET; THENCE SOUTH 0°43'42" EAST 1326.78 FEET TO THE POINT OF BEGINNING.

Copper Rim Phase 1B Parcel A Legal Description

INCLUDING THAT PORTION OF PROPERTY LYING SOUTH 89°58'45" WEST 1786.64 FEET AND NORTH 663.20 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHWESTERLY ALONG A 1038.82 FOOT RADIUS CURVE TO THE LEFT 56.35 FEET, HAVING CENTRAL ANGLE OF 3°06'29" (CHORD N2°12'03"W, 56.34') TO A POINT OF TANGENCY; THENCE NORTH 3°45'18" WEST 367.91 FEET TO A POINT ON A CURVE, CENTER BEARS SOUTH 27°19'24" EAST; THENCE ALONG COPPER RIM PHASE 1A THE FOLLOWING TWELVE (12) CALLOUTS; 1) SOUTHWESTERLY ALONG A 79.75 FOOT RADIUS CURVE TO THE LEFT 19.68 FEET, HAVING A CENTRAL ANGLE OF 14°08'09" (CHORD S55°36'31"W, 19.63') TO A POINT ON A CURVE, CENTER BEARS SOUTH 41°25'44" EAST; 2) SOUTHWESTERLY ALONG A 67.00 FOOT RADIUS CURVE TO THE LEFT 76.07 FEET, HAVING A CENTRAL ANGLE OF 65°03'11" (CHORD S16°02'41"W, 72.05') TO A POINT ON A CURVE, CENTER BEARS SOUTH 70°02'46" WEST; 3) SOUTHEASTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT 61.36 FEET, HAVING A CENTRAL ANGLE OF 3°22'50" (CHORD S18°15'49"E, 61.36') TO A POINT ON A CURVE, CENTER BEARS SOUTH 73°25'36" WEST; 4) SOUTHEASTERLY ALONG A 1059.88 FOOT RADIUS CURVE TO THE RIGHT 29.06 FEET, HAVING A CENTRAL ANGLE OF 1°34'15" (CHORD S15°45'55"E, 29.06') TO A POINT ON A CURVE, CENTER BEARS NORTH 73°42'41" EAST; 5) SOUTHEASTERLY ALONG A 44.38 FOOT RADIUS CURVE TO THE LEFT 10.14 FEET, HAVING A CENTRAL ANGLE OF 13°05'40" (CHORD S22°50'09"E, 10.12') TO A POINT OF TANGENCY; 6) SOUTH 29°17'32" EAST 13.71 FEET TO A POINT OF CURVATURE; 7) SOUTHEASTERLY ALONG A 55.00 FOOT RADIUS CURVE TO THE RIGHT 15.94 FEET, HAVING A CENTRAL ANGLE OF 16°36'38" (CHORD S20°59'13"E, 15.89') TO A POINT OF TANGENCY; 8) SOUTH 12°40'54" EAST 5.94 FEET TO A POINT OF CURVATURE; 9) SOUTHEASTERLY ALONG A 55.00 FOOT RADIUS CURVE TO THE RIGHT 14.78 FEET, HAVING A CENTRAL ANGLE OF 15°23'32" (CHORD S4°59'08"E, 14.73') TO A POINT OF TANGENCY; 10) THENCE SOUTH 2°42'38" WEST 17.21 FEET TO A POINT OF CURVATURE; 11) SOUTHEASTERLY ALONG A 45.00 FOOT RADIUS CURVE TO THE LEFT 10.17 FEET, HAVING A CENTRAL ANGLE OF 12°57'04" (CHORD S3°45'53"E, 10.15') TO A POINT ON A CURVE, CENTER BEARS SOUTH 79°46'06" WEST; 12) SOUTHEASTERLY ALONG A 1040.68 FOOT RADIUS CURVE TO THE RIGHT 173.94 FEET, HAVING A CENTRAL ANGLE OF 9°34'34" (CHORD S5°26'37"E, 173.73') TO THE POINT OF BEGINNING.

ROADWAY CONSENT AGREEMENT

Know all men by these presents that Kern River Gas Transmission Company, the undersigned owner of a perpetual easement and right-of-way for the purpose of laying, maintaining, operating, inspecting, protecting, removing and replacing pipelines, valves, valve boxes, and other gas transmission and distribution facilities, which easement traverses the property herein subdivided, hereby permits the public roads, described in Copper Rim-Phases 1A and 1B, to be constructed over the easement pursuant to an Encroachment Agreement between the landowner and Kern River Gas Transmission Company, provided that if it becomes necessary to relocate facilities presently in place or upon said easement at the insistence or request of any public entity, the costs and expenses incurred thereby will be borne by the entity requiring or requesting the same, it being specifically understood and agreed that Kern River Gas Transmission Company does not subordinate its interest in said easement to the subdivider or to purchasers of lots from the subdivider or to any person or entity. If, during the course of laying, maintaining, operating, inspecting, protecting, removing and replacing pipelines, valves, valve boxes, and other gas transmission and distribution facilities in the easement, it is necessary for Kern River Gas Transmission Company to interrupt the flow of traffic or damage the encroachments authorized to be located in the Kern River Gas Transmission Company easement by the Encroachment Agreement, Kern River Gas Transmission Company shall implement a traffic control plan approved by the City of West Jordan and, at its own expense, return the encroachments to substantially the same condition as they were prior to any of the work undertaken or directed by Kern River Gas Transmission Company.

The following parties acknowledge mutual consideration for the terms of this agreement

Dated this 8th day of May 2019 A.D.

Kern River Gas

By: [Signature]

Title: Vice President Operations + Engineering

KERN RIVER GAS TRANSMISSION COMPANY ACKNOWLEDGMENT

STATE OF UTAH

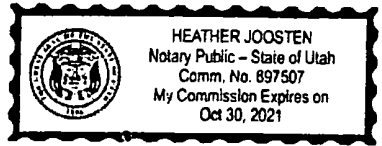
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COUNTY OF SALT LAKE

On this 8th day of May 2019, personally appeared before me Robert Checketts, who being by me duly sworn did say that he/she is the reconstruction representative of Kern River Gas Transmission a corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors, and he/she acknowledged to me that said corporation executed the same.

[Signature]

My Commission Expires: 10/30/21
Residing in Salt Lake
County, Utah



City of West Jordan

By: Derek Burton

Title: Mayor

WEST JORDAN CITY ACKNOWLEDGMENT

STATE OF UTAH

:SS

COUNTY OF SALT LAKE

On this 27 day of January 2020 personally appeared before me Derek Burton, who being by me duly sworn did say that he/she is an authorized representative of West Jordan City, and that the foregoing instrument was signed in behalf of West Jordan by proper authority, and he/she acknowledged to me that said corporation executed the same.

[Signature]

My Commission Expires: 6/15/22
Residing in Salt Lake
County, Utah



CW Copper Rim 1, LLC

By: Colin Wright

Title: Manager

CW COPPER RIM 1, LLC ACKNOWLEDGMENT

STATE OF UTAH

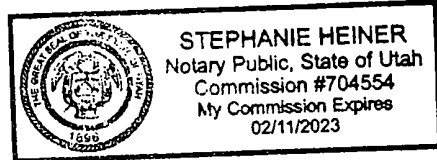
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COUNTY OF SALT LAKE

On this 17th day of October 2019, personally appeared before me Colin Wright, who being by me duly sworn did say that he/she is an authorized representative of CW Copper Rim 1, LLC and that the foregoing instrument was signed in behalf of Copper Rim 1, LLC by proper authority, and he/she acknowledged to me that said company executed the same.

Stephanie Heiner

My Commission Expires: 02-11-2023
Residing in Layton, UT
County, DAVIS



LEGAL DESCRIPTION

COPPER RIM PHASE 1A SUBDIVISION, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1772.15 FEET AND NORTH 0°01'15" WEST 78.35 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 89°59'21" WEST ALONG THE NORTHERLY RIGHT OF WAY OF 7800 SOUTH 87.92 FEET; THENCE NORTH 0°38'32" WEST 592.06 FEET; THENCE NORTH 0°38'28" WEST 55.92 FEET; THENCE NORTH 7°03'24" WEST 28.72 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 958.22 FOOT RADIUS CURVE TO THE LEFT 283.56 FEET, HAVING A CENTRAL ANGLE OF 16°57'19" (CHORD N13°46'35"W, 282.53') TO A POINT ON A CURVE, CENTER BEARS SOUTH 63°10'07" WEST; THENCE NORTHWESTERLY ALONG A 92.00 FOOT RADIUS CURVE TO THE LEFT 11.88 FEET, HAVING A CENTRAL ANGLE OF 7°24'03" (CHORD N30°31'55"W, 11.88') TO A POINT ON A CURVE, CENTER BEARS SOUTH 55°40'35" WEST; THENCE NORTHWESTERLY ALONG A 398.69 FOOT RADIUS CURVE TO THE LEFT 21.92 FEET, HAVING A CENTRAL ANGLE OF 3°09'02" (CHORD N35°53'56"W, 21.92') TO A POINT ON A CURVE, CENTER BEARS SOUTH 52°29'46" WEST; THENCE NORTHWESTERLY ALONG A 31.50 FOOT RADIUS CURVE TO THE LEFT 13.36 FEET, HAVING A CENTRAL ANGLE OF 24°18'35" (CHORD N49°39'32"W, 13.26') TO A COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A 62.50 FOOT RADIUS CURVE TO THE LEFT 44.67 FEET, HAVING A CENTRAL ANGLE OF 40°57'10" (CHORD N82°17'24"W, 43.73') TO A POINT OF TANGENCY; THENCE SOUTH 77°31'45" WEST 35.59 FEET; THENCE NORTH 12°28'15" WEST 50.00 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 12°28'00" WEST; THENCE NORTHEASTERLY ALONG A 87.50 FOOT RADIUS CURVE TO THE LEFT 34.94 FEET, HAVING A CENTRAL ANGLE OF 22°52'33" (CHORD N66°05'43"E, 34.70') TO A POINT OF TANGENCY; THENCE NORTH 54°39'27" EAST 21.01 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 37.50 FOOT RADIUS CURVE TO THE LEFT 20.26 FEET, HAVING A CENTRAL ANGLE OF 30°57'43" (CHORD N39°10'36"E, 20.02') TO A POINT ON A CURVE, CENTER BEARS SOUTH 54°25'43" WEST; THENCE NORTHWESTERLY ALONG A 1915.18 FOOT RADIUS CURVE TO THE LEFT 72.51 FEET, HAVING A CENTRAL ANGLE OF 2°10'09" (CHORD N36°39'22"W, 72.51') TO A POINT ON A CURVE, CENTER BEARS SOUTH 52°15'13" WEST; THENCE NORTHWESTERLY ALONG A 1908.69 FOOT RADIUS CURVE TO THE LEFT 257.76 FEET, HAVING A CENTRAL ANGLE OF 7°44'15" (CHORD N41°36'54"W, 257.56') TO A POINT OF TANGENCY; THENCE NORTH 45°06'20" WEST 240.71 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 965.00 FOOT RADIUS CURVE TO THE LEFT 151.01 FEET, HAVING A CENTRAL ANGLE OF 8°57'58" (CHORD N49°35'19"W, 150.85') TO A POINT OF TANGENCY; THENCE NORTH 54°04'17" WEST 97.92 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 1035.00 FOOT RADIUS CURVE TO THE RIGHT 300.83 FEET, HAVING A CENTRAL ANGLE OF 16°39'12" (CHORD N45°44'42"W, 299.77') TO A POINT; THENCE NORTH 52°34'55" EAST 70.00 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 52°34'55" EAST; THENCE SOUTHEASTERLY ALONG A 965.00 FOOT RADIUS CURVE TO THE LEFT 280.48 FEET, HAVING A CENTRAL ANGLE OF 16°39'12" (CHORD S45°44'41"E, 279.50') TO A POINT OF TANGENCY; THENCE SOUTH 54°04'17" EAST 97.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 1035.00 FOOT RADIUS CURVE TO THE RIGHT 161.96 FEET, HAVING A CENTRAL ANGLE OF 8°57'58" (CHORD S49°35'18"E 161.80') TO A POINT OF TANGENCY; THENCE SOUTH 45°06'20" EAST 335.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT 125.30 FEET, HAVING A CENTRAL ANGLE OF 6°54'10" (CHORD S41°39'14"E, 125.22') TO A POINT ON A CURVE, CENTER BEARS NORTH 46°57'28" EAST; THENCE SOUTHEASTERLY ALONG A 199.94 FOOT RADIUS CURVE TO THE LEFT 118.67 FEET, HAVING A CENTRAL

ANGLE OF 34°00'27" (CHORD S60°02'46"E, 116.94') TO A POINT OF TANGENCY; THENCE SOUTH 77°02'18" EAST 88.85 FEET; THENCE SOUTH 3°45'18" EAST 129.90 FEET TO A POINT ON A CURVE, CENTER BEARS SOUTH 27°19'24" EAST; THENCE SOUTHWESTERLY ALONG A 79.75 FOOT RADIUS CURVE TO THE LEFT 19.68 FEET, HAVING A CENTRAL ANGLE OF 14°08'09" (CHORD S55°36'31"W, 19.63') TO A POINT ON A CURVE, CENTER BEARS SOUTH 41°25'44" EAST; THENCE SOUTHWESTERLY ALONG A 67.00 FOOT RADIUS CURVE TO THE LEFT 76.07 FEET, HAVING A CENTRAL ANGLE OF 65°03'11" (CHORD S16°02'41"W, 72.05') TO A POINT ON A CURVE, CENTER BEARS SOUTH 70°02'46" WEST; THENCE SOUTHEASTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT 61.36 FEET, HAVING A CENTRAL ANGLE OF 3°22'50" (CHORD S18°15'49"E, 61.36') TO A POINT ON A CURVE, CENTER BEARS SOUTH 73°25'36" WEST; THENCE SOUTHEASTERLY ALONG A 1059.88 FOOT RADIUS CURVE TO THE RIGHT 29.06 FEET, HAVING A CENTRAL ANGLE OF 1°34'15" (CHORD S15°45'55"E, 29.06') TO A POINT ON A CURVE, CENTER BEARS NORTH 73°42'41" EAST; THENCE SOUTHEASTERLY ALONG A 44.38 FOOT RADIUS CURVE TO THE LEFT 10.14 FEET, HAVING A CENTRAL ANGLE OF 13°05'40" (CHORD S22°50'09"E, 10.12') TO A POINT OF TANGENCY; THENCE SOUTH 29°17'32" EAST 13.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 55.00 FOOT RADIUS CURVE TO THE RIGHT 15.94 FEET, HAVING A CENTRAL ANGLE OF 16°36'38" (CHORD S20°59'13"E, 15.89') TO A POINT OF TANGENCY; THENCE SOUTH 12°40'54" EAST 5.94 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 55.00 FOOT RADIUS CURVE TO THE RIGHT 14.78 FEET, HAVING A CENTRAL ANGLE OF 15°23'32" (CHORD S4°59'08"E, 14.73') TO A POINT OF TANGENCY; THENCE SOUTH 2°42'38" WEST 17.21 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 45.00 FOOT RADIUS CURVE TO THE LEFT 10.17 FEET, HAVING A CENTRAL ANGLE OF 12°57'04" (CHORD S3°45'53"E, 10.15') TO A POINT ON A CURVE, CENTER BEARS SOUTH 79°46'01" WEST; THENCE 1040.68 FOOT RADIUS CURVE TO THE RIGHT 174.10 FEET, HAVING A CENTRAL ANGLE OF 9°35'07" (CHORD S5°26'21"E, 173.90') TO A POINT OF TANGENCY; THENCE SOUTH 0°38'32" EAST 563.75 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT 13.09 FEET, HAVING A CENTRAL ANGLE OF 29°59'38" (CHORD S15°38'21"E, 12.94') TO A POINT OF TANGENCY; THENCE SOUTH 30°38'10" EAST 5.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT 4.43 FEET, HAVING A CENTRAL ANGLE OF 8°27'26" (CHORD S26°24'27"E, 4.42') TO THE POINT OF BEGINNING.

CONTAINS 4.35 ACRES.

BEING A PORTION OF PARCELS: 20264560020000, 20263260044002, 20263260054002

Copper Rim Phase 1B Legal Description

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1760.09 FEET AND NORTH 0°43'42" WEST 1323.99 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE ALONG THE BOUNDARY LINE AGREEMENT WITH ENTRY NUMBER 12937383 THE FOLLOWING TWO (2) CALLOUTS: 1) SOUTH 89°48'34" WEST 51.55 FEET; 2) SOUTH 3°45'18" EAST 107.71 FEET; THENCE ALONG COPPER RIM PHASE 1A THE FOLLOWING EIGHT (8) CALLOUTS: 1) NORTH 77°02'18" WEST 88.85 FEET TO A POINT OF CURVATURE; 2) THENCE NORTHWESTERLY ALONG A 199.94 FOOT RADIUS CURVE TO THE RIGHT 118.67 FEET, HAVING A CENTRAL ANGLE OF 34°00'27" (CHORD N60°02'46"W, 116.94') TO A POINT OF A REVERSE CURVE; 3) THENCE NORTHWESTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE LEFT 125.30 FEET, HAVING A CENTRAL ANGLE OF 6°54'10" (CHORD N41°39'14"W, 125.22') TO A POINT OF TANGENCY; 4) THENCE NORTH 45°06'20" WEST 335.18 FEET TO A POINT OF CURVATURE; 5) THENCE NORTHWESTERLY ALONG A 1035.00 FOOT RADIUS CURVE TO THE LEFT 161.96 FEET, HAVING A CENTRAL ANGLE OF 8°57'58" (CHORD N49°35'18"W, 161.80') TO A POINT OF TANGENCY; 6) THENCE NORTH 54°04'17" WEST 97.92 FEET TO A POINT OF CURVATURE; 7) THENCE NORTHWESTERLY ALONG A 965.00 FOOT RADIUS CURVE TO THE RIGHT 280.48 FEET, HAVING A CENTRAL ANGLE OF 16°39'12" (CHORD N45°44'41"W, 279.50'); 8) THENCE SOUTH 52°34'55" WEST 70.00 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 52°34'01" EAST; THENCE NORTHWESTERLY ALONG A 1025.58 FOOT RADIUS CURVE TO THE RIGHT 38.29 FEET, HAVING A CENTRAL ANGLE OF 2°08'21" (CHORD N36°21'48"W, 38.29') TO A POINT OF TANGENCY; THENCE NORTH 35°17'56" WEST 138.49 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 29.85 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" (CHORD N80°17'56"W, 26.87'); THENCE NORTH 35°17'56" WEST 53.50 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 35°17'56" WEST; THENCE NORTHEASTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 29.85 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" (CHORD N9°42'04"E, 26.87') TO A POINT OF TANGENCY; THENCE NORTH 35°17'56" WEST 21.92 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 475.00 FOOT RADIUS CURVE TO THE LEFT 182.84 FEET, HAVING A CENTRAL ANGLE OF 22°03'18" (CHORD N46°19'35"W, 181.72') TO A POINT OF TANGENCY; THENCE NORTH 57°21'14" WEST 33.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 27.40 FEET, HAVING A CENTRAL ANGLE OF 82°37'23" (CHORD S81°20'04"W, 25.09') TO A POINT OF TANGENCY; THENCE SOUTH 40°01'04" WEST 23.39 FEET; THENCE NORTH 49°58'27" WEST 53.50 FEET; THENCE NORTH 40°00'32" EAST 11.54 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 32.29 FEET, HAVING A CENTRAL ANGLE OF 97°22'37" (CHORD N8°39'56"W, 28.54') TO A POINT OF TANGENCY; THENCE NORTH 57°21'14" WEST 22.30 FEET; THENCE NORTH 32°38'46" EAST 70.00 FEET; THENCE SOUTH 57°21'17" EAST 36.29 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 27.40 FEET, HAVING A CENTRAL ANGLE OF 82°37'26" (CHORD N81°20'05"E, 25.09') TO A POINT OF TANGENCY; THENCE NORTH 40°01'23" EAST 81.74 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 473.25 FOOT RADIUS CURVE TO THE LEFT 73.30 FEET, HAVING A CENTRAL ANGLE OF 8°52'30" (CHORD N35°35'08"E, 73.23') TO A POINT OF TANGENCY; THENCE NORTH 31°08'53" EAST 116.59 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 25.56 FEET, HAVING A CENTRAL ANGLE OF 77°04'06" (CHORD N7°23'10"W, 23.67') TO A POINT OF TANGENCY; THENCE NORTH 45°55'10" WEST 42.23 FEET; THENCE NORTH 44°04'50" EAST 70.00 FEET; THENCE SOUTH 45°55'10" EAST 17.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 35.00 FEET, HAVING A CENTRAL ANGLE OF 105°33'29" (CHORD N81°18'05"E, 30.26'); THENCE SOUTH 61°28'39" EAST 53.50 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 61°28'39" WEST; THENCE SOUTHWESTERLY ALONG A 351.75 FOOT RADIUS CURVE TO THE RIGHT 16.12 FEET, HAVING A CENTRAL ANGLE OF 2°37'32" (CHORD S29°50'07"W, 16.12') TO A POINT OF TANGENCY; THENCE SOUTH 31°08'53" WEST 8.29 FEET TO A POINT CURVATURE; THENCE SOUTHEASTERLY ALONG A 19.00 FOOT RADIUS CURVE TO THE LEFT 25.56 FEET, HAVING A CENTRAL ANGLE OF 77°04'03" (CHORD S7°23'09"E, 23.67') TO A POINT OF TANGENCY; THENCE SOUTH 45°55'16" EAST 97.65 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 467.25 FOOT RADIUS CURVE TO THE LEFT 66.89 FEET, HAVING A CENTRAL ANGLE OF 8°12'09" (CHORD S50°02'10"E, 66.83'); THENCE NORTH 31°08'59" EAST 99.22 FEET; THENCE NORTH 89°43'41" EAST 902.45 FEET; THENCE SOUTH 0°43'42" EAST 1326.78 FEET TO THE POINT OF BEGINNING.

Copper Rim Phase 1B Parcel A Legal Description

INCLUDING THAT PORTION OF PROPERTY LYING SOUTH 89°58'45" WEST 1786.64 FEET AND NORTH 663.20 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHWESTERLY ALONG A 1038.82 FOOT RADIUS CURVE TO THE LEFT 56.35 FEET, HAVING CENTRAL ANGLE OF 3°06'29" (CHORD N2°12'03"W, 56.34') TO A POINT OF TANGENCY; THENCE NORTH 3°45'18" WEST 367.91 FEET TO A POINT ON A CURVE, CENTER BEARS SOUTH 27°19'24" EAST; THENCE ALONG COPPER RIM PHASE 1A THE FOLLOWING TWELVE (12) CALLOUTS; 1) SOUTHWESTERLY ALONG A 79.75 FOOT RADIUS CURVE TO THE LEFT 19.68 FEET, HAVING A CENTRAL ANGLE OF 14°08'09" (CHORD S55°36'31"W, 19.63') TO A POINT ON A CURVE, CENTER BEARS SOUTH 41°25'44" EAST; 2) SOUTHWESTERLY ALONG A 67.00 FOOT RADIUS CURVE TO THE LEFT 76.07 FEET, HAVING A CENTRAL ANGLE OF 65°03'11" (CHORD S16°02'41"W, 72.05') TO A POINT ON A CURVE, CENTER BEARS SOUTH 70°02'46" WEST; 3) SOUTHEASTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT 61.36 FEET, HAVING A CENTRAL ANGLE OF 3°22'50" (CHORD S18°15'49"E, 61.36') TO A POINT ON A CURVE, CENTER BEARS SOUTH 73°25'36" WEST; 4) SOUTHEASTERLY ALONG A 1059.88 FOOT RADIUS CURVE TO THE RIGHT 29.06 FEET, HAVING A CENTRAL ANGLE OF 1°34'15" (CHORD S15°45'55"E, 29.06') TO A POINT ON A CURVE, CENTER BEARS NORTH 73°42'41" EAST; 5) SOUTHEASTERLY ALONG A 44.38 FOOT RADIUS CURVE TO THE LEFT 10.14 FEET, HAVING A CENTRAL ANGLE OF 13°05'40" (CHORD S22°50'09"E, 10.12') TO A POINT OF TANGENCY; 6) SOUTH 29°17'32" EAST 13.71 FEET TO A POINT OF CURVATURE; 7) SOUTHEASTERLY ALONG A 55.00 FOOT RADIUS CURVE TO THE RIGHT 15.94 FEET, HAVING A CENTRAL ANGLE OF 16°36'38" (CHORD S20°59'13"E, 15.89') TO A POINT OF TANGENCY; 8) SOUTH 12°40'54" EAST 5.94 FEET TO A POINT OF CURVATURE; 9) SOUTHEASTERLY ALONG A 55.00 FOOT RADIUS CURVE TO THE RIGHT 14.78 FEET, HAVING A CENTRAL ANGLE OF 15°23'32" (CHORD S4°59'08"E, 14.73') TO A POINT OF TANGENCY; 10) THENCE SOUTH 2°42'38" WEST 17.21 FEET TO A POINT OF CURVATURE; 11) SOUTHEASTERLY ALONG A 45.00 FOOT RADIUS CURVE TO THE LEFT 10.17 FEET, HAVING A CENTRAL ANGLE OF 12°57'04" (CHORD S3°45'53"E, 10.15') TO A POINT ON A CURVE, CENTER BEARS SOUTH 79°46'06" WEST; 12) SOUTHEASTERLY ALONG A 1040.68 FOOT RADIUS CURVE TO THE RIGHT 173.94 FEET, HAVING A CENTRAL ANGLE OF 9°34'34" (CHORD S5°26'37"E, 173.73') TO THE POINT OF BEGINNING.

**AMENDED
SPECIFIC ENCROACHMENT AGREEMENT**

THIS AGREEMENT, entered into this 21st day of, AUGUST 2019 by and between Kern River Gas Transmission Company, a Delaware corporation, with offices located at 2755 E. Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121 ("Kern River"), and CW Copper Rim 1, LLC, a Utah limited liability company, whose address is 1222 West Legacy Crossing Blvd., Suite 6, Centerville, Utah 84014, ("Encroaching Party"). As used herein, Kern River and Encroaching Party shall also include their respective agents, contractors, employees, and representatives. Kern River and Encroaching Party are sometimes jointly referred to as the "Parties."

WITNESSETH THAT WHEREAS, by Right of Way and Easements (hereinafter called "Easement") dated May 30, 1990 recorded as Entry Number 4927064 in Book 6227 at Page 1591 Salt Lake County Recorder's Office, Salt Lake County, Utah; and dated January 22, 2002 recorded as Entry Number 8131753 in Book 8558 at Page 6915 Salt Lake County Recorder's Office, Salt Lake County, Utah. Kern River owns and operates interstate natural gas pipelines (hereinafter called "Pipeline"). These Rights of Way and Easements for the pipelines are located within of Section 26, Township 2 South, Range 2 West, Salt Lake Base Line and Meridian, Salt Lake County, Utah.

WHEREAS, Encroaching Party currently owns the described land where Kern River's pipeline Easement is located.

WHEREAS, Encroaching Party desires to develop the property into residential housing as shown on Exhibit A attached herein.

WHEREAS, Kern River is willing to permit, and Encroaching Party desires to construct, the Encroachments within Kern River's Right of Way subject to the conditions contained in this Agreement.

WHEREAS, this Specific Encroachment Agreement is only applicable to the installation and construction of the encroachments specifically identified in the attached Exhibits, A1-A4 (the "Encroachments"), and does not apply to any additional or future work over Kern River's pipeline Easement.

THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

1. REPRESENTATIONS: Encroaching Party hereby represents and warrants that it has or will obtain all appropriate agreements, approvals, authorizations, certificates, licenses, zoning and permits from any and all landowners and agencies, public and private, for the construction activities contemplated herein.

2. AUTHORIZATION: Kern River hereby authorizes Encroaching Party to install and construct the Encroachments on the Right of Way in accordance with the terms of this Agreement. This Agreement shall apply only to the Encroachments specifically identified herein. Any additional encroachments are expressly prohibited unless this Agreement is amended in writing or another written encroachment agreement or encroachment permit is entered into by the Parties.

3. **NO WARRANTY:** Kern River does not warrant the condition of its Right of Way nor its fitness or suitability for any particular purpose. In addition, Kern River does not warrant its Right of Way for or against subsidence, compaction, or geotechnical stability of any kind including but not limited to, faults, sinkholes or hydrologic integrity.

4. **COSTS AND REIMBURSEMENT:** Encroaching Party shall cause all construction activities including, but not limited to, surveying, leveling, grading, compacting, removal, reclaiming, restoration, revegetation, re-contouring, repairing, construction, potholing and relocation and/or re-construction of any Kern River improvements or facilities, or encroachments to be completed at no cost or expense to Kern River. Kern River shall submit a monthly invoice to Encroaching Party until the project is complete. Encroaching Party agrees to pay said invoice within 60-days of each submittal.

Specifically, at the time of execution of this Agreement, it is known by the parties that relocation of one of Kern River's polarization cell replacement units and one of Kern River's test posts will be required for the encroachments. The parties agree that such relocation shall be performed by a contractor chosen solely by Kern River and, consistent with this section of the Agreement, Encroaching Party shall pay total actual cost for such relocation.

5. **CONSTRUCTION OF ENCROACHMENTS:** Construction will be performed according to the Drawings (Exhibit A-1), Scope of Work (Exhibit A-3) and using only the equipment listed on the Equipment List (Exhibit A-4). All construction of the Encroachment on the right of way shall meet the Encroachment Specifications set forth in Exhibit B hereto. Any deviation from these Specifications, Scope of Work, drawings and equipment type must receive prior approval in writing from Kern River and the City of West Jordan.

6. **INSPECTION AND REIMBURSEMENT:** The Parties agree that Kern River shall provide at least one onsite Inspector while Encroaching Party is working within Kern River's easement or right of way. All of Encroaching Party's work within Kern River's easement or right of way shall be performed to the satisfaction of the Inspector. In the event Inspector deems Encroaching Party's work within its easement to be unsafe, of poor quality or inconsistent with Kern River's Encroachment Standards (attached as Exhibit B and incorporated herein) Inspector is authorized to stop all of Encroaching Party's work within the easement or right of way until the appropriate corrective measures are implemented. Encroaching Party shall reimburse Kern River for the cost of providing its inspector(s). Kern River agrees not to mark up or change and profit for use of the Inspectors(s), but simply to pass through the fully loaded costs of the inspector(s). Kern River shall submit a monthly invoice to Encroaching Party until the project is complete. Encroaching Party agrees to pay said invoice within 60-days of each submittal.

7. **PAYMENT BOND:** Prior to commencing any construction activities within Kern River's Easement, Encroaching Party shall provide in a form acceptable to Kern River a payment bond in the amount of \$80,000.00. Said bond shall ensure payment by Encroaching Party of any invoices from Kern River for the inspection services and or AC mitigation services or any other costs services described herein. Unless otherwise agreed to in writing by Kern River, Encroaching Party shall provide the payment bond within ten (10) business days of the execution of this

agreement and maintain said bond in a form acceptable to Kern River throughout the construction of the Encroachments and until such time as Kern River is paid in full for its inspection services. Kern River shall have no obligation whatsoever to incur any costs reimbursable by this agreement until it receives such bond. In the event Kern River is not paid in full within sixty (60) days the amount stated on an invoice for inspection services, Kern River may call the bond for payment. If Kern River is forced to call the bond for payment prior to completion of the Encroachments, Encroaching Party shall cease all activity within Kern River's Easement and replenish the bond prior to continuing any construction of Encroachments.

8. ONE-CALL NOTICES: Except in an emergency, Encroaching Party shall notify Kern River through the local One-Call Service a minimum of 48 hours before excavation or grading work commences so as not to disturb Kern River's Right of Way, utilities, and facilities. In the event of an emergency, Encroaching Party will provide Kern River with notice of any work as soon as reasonably practicable.

9. CATHODIC PROTECTION AND AC MITIGATION: All metallic utility lines crossing Kern River's pipelines shall have cathodic test leads connecting both the utility and the pipelines. Kern River will install, at Encroaching Party's expense, such test leads on its pipelines if required. If Kern River determines in its sole discretion that AC and/or DC mitigation studies and/or AC and/or DC mitigation is required from any Encroaching Party's facilities, including but not limited to metallic or electric aboveground or underground lines and studies for electric conductivity during discharge to ground, Encroaching Party agrees to pay for the studies and/or mitigation necessary to protect against the Encroachments. The Parties agree to perform testing, at Encroaching Party's expense, necessary to determine if detrimental effects or interference with Kern River's Pipeline Facilities, including cathodic protection, may result from the installation and operation of the Encroachments, or any of Encroaching Party's other facilities in proximity of the Easement. If equipment or other remedial measures are required to eliminate, mitigate, or control interference or detrimental effects, Kern River will procure and install said equipment, and Encroaching Party shall reimburse Kern River for all such costs.

10. STREETS: Any streets or roads constructed over the Kern River Pipeline for normal traffic shall maintain no less than five and one half feet (5'-6") of cover from top of pipe to the finished grade. A concrete slab shall be placed in the bar ditch area of any paved road and shall be installed as directed by Kern River's onsite Inspector. Any road or street crossing Kern River's facilities utilized by large construction type vehicles or other types of heavy equipment will be constructed and maintained as directed by Kern River's Inspector. These crossings shall be reviewed in the field, on an individual basis, by Kern River inspectors ensuring appropriate protection of the pipeline. This condition shall apply to any future construction of roads and streets as well as the present project. Any roads, or streets installed under this agreement shall be at locations shown on Exhibits A-1 to A-4, and Exhibit B.

11. LIMITATIONS AND ADDITIONAL UTILITY LINES: This encroachment agreement shall apply only to the improvements specified herein. Any further encroachment or other encroachments shall require a separate encroachment agreement. Notwithstanding the provisions of this paragraph, most utility crossings can be accommodated by Kern River's standard Encroachment Permit, Form KRG T 1009 (10-94), prior to installation of said utilities, so long as these lines are routine in nature and meet the Encroachment Specifications in Exhibit B.

12. **RESTORATION:** Encroaching Party shall be responsible for restoration of all disturbed land and damages on Kern River's Easement or right of way caused by Encroaching Party, its contractor agents and employee's in any way during the construction or future maintenance of the activities authorized herein.

13. **EXCAVATION TECHNIQUES:** Any excavating closer than 5 feet to the pipeline shall be done by hand until the pipeline is exposed and shall be done only in the presence of Kern River's Inspector. After the pipe has been exposed, excavation equipment must be positioned so that from the point of operations the equipment will not reach within 2 feet of the pipeline. Final stripping on the sides and top of the pipe shall be by hand tools.

14. **FENCES:** Kern River may require Encroaching Party to install temporary safety fences to define a corridor surrounding the pipelines. Any fences installed shall be the sole responsibility of Encroaching Party and any costs incurred for fence installation shall be borne by Encroaching Party. The type of fence shall be decided in the field by Inspector after consultation with Encroaching Party. Openings in said fence for road crossings shall be at locations designated jointly by Inspector. Fences shall be continually maintained by Encroaching Party until such time as construction of the Encroachments has been completed. .

15. **BLASTING:** Should blasting be required for the project, a blasting plan must be submitted to Kern River for review and approval. No blasting may take place without written consent from Kern River.

16. **DRILLING OR PILE DRIVING:** No drilling or pile driving may take place within a 500 feet of Kern River's easement without prior written consent from Kern River. Encroaching Party shall provide seismograph monitoring for drilling or pile driving operations. Kern River shall have full, unrestricted access to all seismograph monitoring results and equipment.

17. **PIPELINE MAINTAINANCE:** The parties agree that if the Pipelines are excavated and exposed as part of this project, Kern River will be given the opportunity to inspect and perform maintenance on one or both of its Pipelines before they are reburied. This inspection and maintenance will be at Kern River's expense; provided, however, that Kern River shall not be responsible to Encroaching Party or any third party for the cost of any delays occasioned by Kern River's inspection and maintenance.

18. **RESERVATION OF RIGHTS:** KERN RIVER RESERVES THE RIGHT TO REMOVE ANY OF THE ENCROACHMENTS IF IN KERN RIVER'S JUDGMENT IT IS NECESSARY TO DO SO IN ORDER TO CONSTRUCT, ALTER, INSPECT, MAINTAIN, REPAIR, REMOVE OR REPLACE THE PIPELINES OR APPURTENANCES LOCATED WITHIN KERN RIVER'S RIGHT OF WAY OR IN ORDER TO CONSTRUCT, INSTALL OR MAINTAIN NEW FACILITIES OR OTHERWISE ENJOY ITS RIGHT OF WAY RIGHTS. IN EXERCISING ITS RIGHTS RESERVED HEREIN, KERN RIVER SHALL ABIDE BY THE ROADWAY CONSENT AGREEMENT ENTERED INTO BETWEEN KERN RIVER, THE CITY OF WEST JORDAN, AND CW COPPER RIM I, LLC.

19. **RELATIVE PRIORITY OF RIGHTS:** Kern River, its successors and assigns retain all rights that Kern River enjoys under its Right of Way. Although the Parties foresee the use of the Easement(s) in a mutually agreeable manner, THE PRESENCE OF THE ENCROACHMENTS UNDER THIS AGREEMENT IS SUBORDINATE TO KERN RIVER'S RIGHTS UNDER ITS RIGHT OF WAY. Encroaching Party agrees to cooperate with Kern River at such times that Kern River accesses the right of way or pipeline facilities. In particular, Encroaching Party agrees to move or cause to be moved any of its or its contractors' property including but not limited to

equipment, vehicles, and trailers that may prevent Kern River from reasonably accessing said right of way and pipeline facilities in a timely manner. Encroaching Party agrees that its or its contractors' presence on the Right of Way shall not: a) prevent the timely and easy removal of Encroaching Party's or its contractors' property from the Right of Way, or b) prevent Kern River's reasonable reconnaissance of, or access to, the Right of Way by aerial and/or ground patrol of the area. Except in cases of an emergency, Kern River agrees to give Encroaching Party prior notice of the areas where unrestricted access is required.

20. REVOCABILITY: This Agreement shall be revocable, in whole or in part, by Kern River in the event of material or substantial noncompliance with the conditions, terms, requirements or specifications of this Agreement or, in Kern River's sole discretion, for safety related reasons. Kern River shall provide written notice of the material or substantial noncompliance, and Encroaching Party shall be given 10 days to cure such non-compliance. In the event Encroaching Party fails to cure the noncompliance to the reasonable satisfaction of Kern River, then Kern River may revoke this agreement. In the event of such revocation, as applicable, the Encroaching Party's property shall be removed at Encroaching Party's expense.

21. INDEMNITY: Encroaching Party agrees to protect, indemnify and hold harmless Kern River, its affiliates, parent corporation(s), subsidiaries, officers, agents and employees from and against any and all loss, damage, injury or death to any person or property, including Kern River, which may arise by reason of or incident to Encroaching Party's occupancy, use, or installation, maintenance, or continuation of the Encroachments within Kern River's right of way, except to the extent such loss, damage, injury or death arises out of the negligence of Kern River, its affiliates, parent corporation(s), subsidiaries, officers, agents or employees.

22. INSURANCE REQUIREMENTS: Prior to performing any work within Kern River's Right of Way, Encroaching Party shall carry insurance as described in Exhibit C attached hereto and provide Kern River with insurance certificates evidencing such coverage. Encroaching Party shall require its contractors and sub-contractors of any tier to maintain and provide evidence of similar insurance during any construction within Kern River's Right of Way. Kern River does not represent that the required insurance, whether in scope or amounts of coverage, is adequate to protect the obligations of Encroaching Party or its contractors or sub-contractors, and Encroaching Party and / or its contractors and sub-contractors shall be solely responsible for any deficiencies thereof. Nothing in this section shall be deemed to limit Encroaching Party's liability under this Agreement.

23. AS-BUILT DRAWINGS: Within one year following the substantial completion of the

Encroachments, Encroaching Party shall provide without charge to Kern River a copy of its "as-built" drawings of the Encroachments

24. **NOTICES:** All notices to either party hereto shall be in writing and served personally on, or sent by first class U. S. Mail, postage-prepaid, to the addresses' hereinabove given.

25. **COOPERATION OF SUBCONTRACTORS:** Encroaching Party shall ensure the cooperation of its contractors and agents with Kern River with respect to the terms and conditions of this Agreement and their involvement with the activities described herein.

26. **ATTORNEYS' FEES:** Kern River shall be entitled to its reasonable costs and attorneys' fees to enforce any provisions of this Agreement, together with interest at twelve percent per annum for any amounts owing to Kern River hereunder.

27. **SUBSEQUENT OWNERS OF ENCROACHMENTS:** It is the intention of the Parties that the terms of this Agreement shall apply to subsequent owner(s) of the Encroachments and that any subsequent owner(s) shall take ownership of the Encroachments subject to the terms of this Agreement. This Agreement shall run with the land and Easement(s) and shall inure to the benefit of and be binding on the respective successors, assigns, heirs and personal representatives of the Parties and owner(s) of the Encroachments. Nothing contained herein shall be construed to abrogate, diminish, or relinquish any rights granted by the Easement(s) or to waive statutory, common law or other rights that Kern River may have against subsequent owner(s) of the Encroachments.

28. **AGREEMENT SUBORDINATE TO RIGHT OF WAY:** This Agreement is subordinate and subject to all terms and conditions of Kern River's Right of Way with the underlying fee owners and right of way holders of record on said lands.


29. **TERMINATION:** Encroaching Party shall initiate construction of the Encroachments within the timeframe set forth in the Encroaching Party's Development Agreement and requirements of the City, otherwise this Agreement shall terminate.

30. **GOVERNING LAW AND JURY WAIVER.** This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah, except provisions of that law referring to governance or construction of the laws of another jurisdiction. Any suit, action, or proceeding arising out of or relating to this Agreement may only be instituted in a state or federal court in Salt Lake City, Utah. Each party waives any objection which it may have now or hereafter to exclusive venue of such action or proceeding in the state or federal courts of Salt Lake City, Utah and irrevocably submits to the jurisdiction of any such state or federal court in any such suit, action or proceeding. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER**

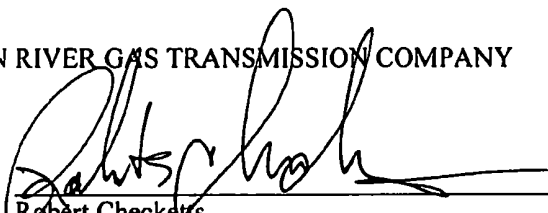

ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:

CW COPPER RIM 1, LLC

By:  _____
Colin Wright
Manager

KERN RIVER GAS TRANSMISSION COMPANY

By:  _____ 
Robert Checketts
Vice President, Operations & Engineering

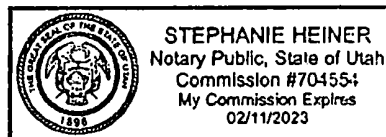
ACKNOWLEDGMENT

STATE OF Utah)
) §
COUNTY OF Davis)

On the 21st day of August, 2019, Colin Wright personally appeared before me and being by me duly sworn, did say that he is the Manager and that the above Encroachment Agreement was signed on behalf of C.W Copper Rim 1, and said Manager acknowledged to me that he, as the Manager, signed the same.

My commission expires:
02/11/2023

Stephanie Heiner
Notary Public in and for the
State of Utah



ACKNOWLEDGMENT - ATTORNEY-IN-FACT

STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

On the 27th day of August, 2019 personally appeared before me Robert Checketts and being by me duly sworn, did say that he is the Vice President, Operations & Engineering for Kern River Gas Transmission Company, and that the above Encroachment Agreement was signed on behalf of Kern River Gas Transmission Company, and said Robert Checketts acknowledged to me that he as such Vice President, Operations & Engineering executed the same.

My Commission Expires:
10/19/2021

Brittany McBride
Notary Public in and For
The State of Utah

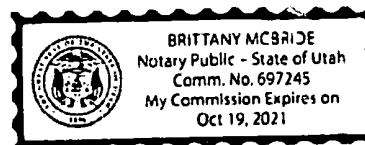
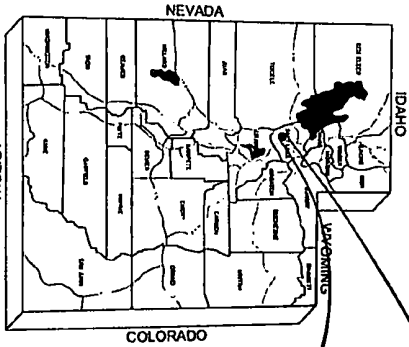
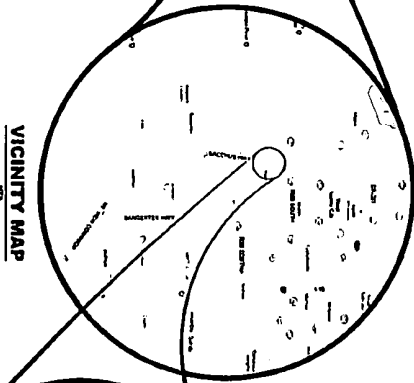


EXHIBIT A-1 – Drawings

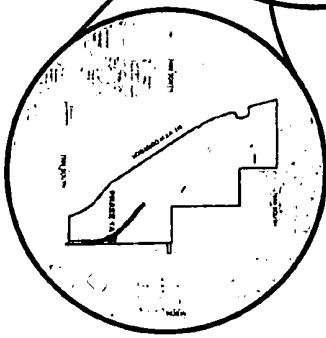
IMPROVEMENT DRAWINGS FOR COPPER RIM - PHASE 1A WEST JORDAN, UTAH



STATE MAP



VICINITY MAP



PROJECT SITE



ENGINEERS:
HORROCKS ENGINEERS
2162 West Grove Pkwy., Suite 400
West Jordan, UT 84082
(801) 763-6100
CONTACT: David Peterson, PE

SURVEYOR:
HORROCKS ENGINEERS
2162 West Grove Pkwy., Suite 400
West Jordan, UT 84082
(801) 763-6100
CONTACT: David Peterson, PE

OWNER:
CITY OF WEST JORDAN
1722 W. Liberty Crossing Blvd., Suite 10
West Jordan, UT 84081
(801) 763-6100
CONTACT: David Peterson, PE

PLATE #	SHEET #	SHEET TITLE
1	0001	COVER
2	0002	GENERAL NOTES
3	0003	EXISTING UTILITIES
4	0004	TYPICAL MANHOLE DETAIL
5	0005	GENERAL CHANGING PLAN
6	0006	GENERAL CHANGING PLAN
7	0007	GENERAL CHANGING PLAN
8	0008	GENERAL CHANGING PLAN
9	0009	GENERAL CHANGING PLAN
10	0010	GENERAL CHANGING PLAN
11	0011	GENERAL CHANGING PLAN
12	0012	GENERAL CHANGING PLAN
13	0013	GENERAL CHANGING PLAN
14	0014	GENERAL CHANGING PLAN

PLATE #	SHEET #	SHEET TITLE
15	0015	GENERAL CHANGING PLAN
16	0016	GENERAL CHANGING PLAN
17	0017	GENERAL CHANGING PLAN
18	0018	GENERAL CHANGING PLAN
19	0019	GENERAL CHANGING PLAN
20	0020	GENERAL CHANGING PLAN
21	0021	GENERAL CHANGING PLAN
22	0022	GENERAL CHANGING PLAN
23	0023	GENERAL CHANGING PLAN
24	0024	GENERAL CHANGING PLAN
25	0025	GENERAL CHANGING PLAN
26	0026	GENERAL CHANGING PLAN
27	0027	GENERAL CHANGING PLAN

BASIS OF BEARING:
DRAWING IS BASED ON THE 2011 UTAH PLANNING ACT AND THE 2011 UTAH PLANNING ACT. THE BASIS OF BEARING IS THE 2011 UTAH PLANNING ACT. THE BASIS OF BEARING IS THE 2011 UTAH PLANNING ACT.

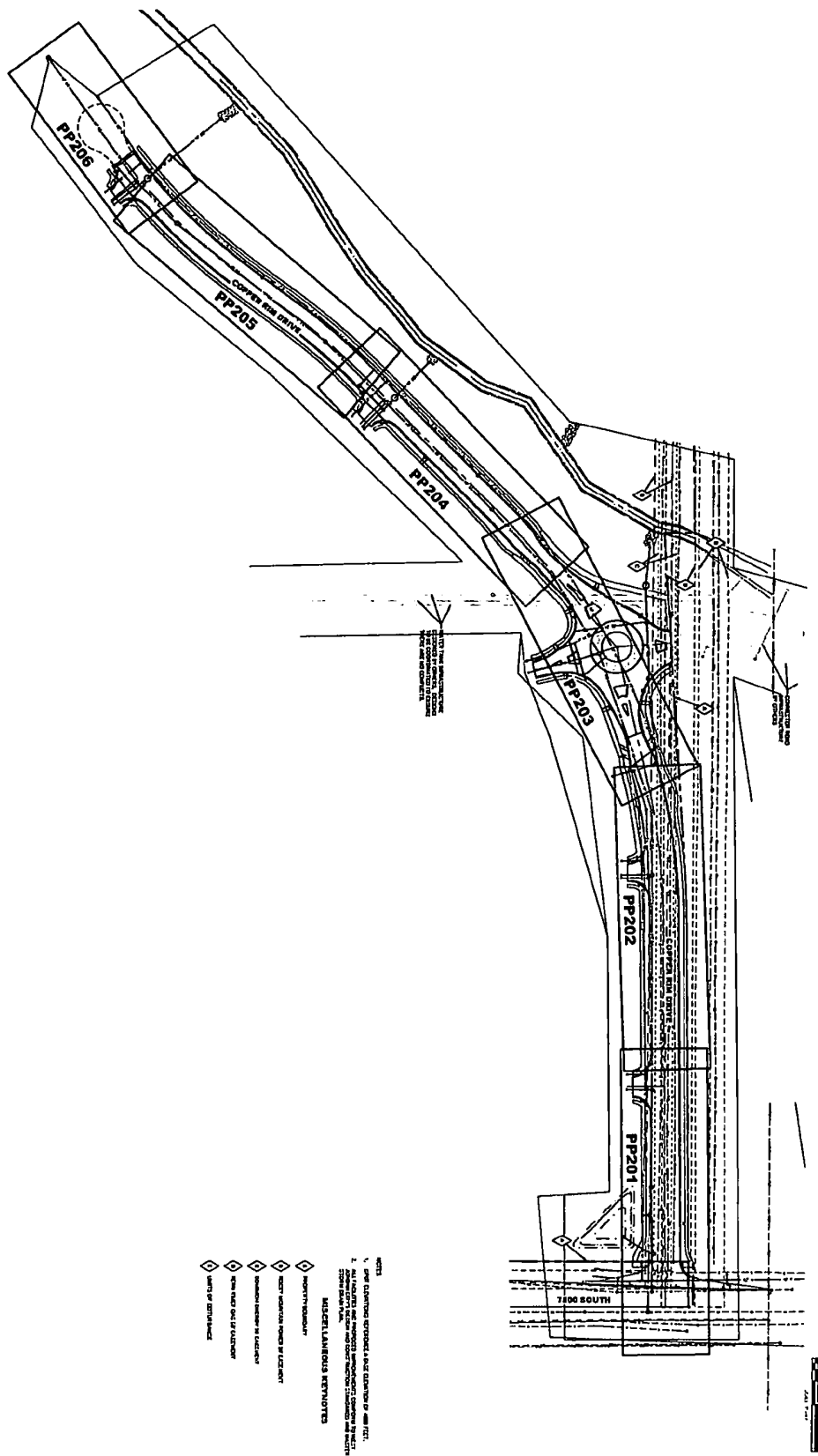
BENCHMARK:
DATE: 01/11/11
BY: [Signature]
IN THE FIELD

APPROVAL:
DATE: 01/11/11
BY: [Signature]

<p>G100-1</p> <p>PAGE 1</p>	<p>COPPER RIM - PHASE 1A</p> <p>WEST JORDAN, UTAH</p> <p>COVER</p> <p>GENERAL INFORMATION</p>		<p>DRAWING NO. 100-1</p> <p>DATE: 31 JUL 2018</p> <p>DESIGNER: TLR</p> <p>DRAWN: CLC</p> <p>CHECKED: DGP</p> <p>PROJECT: PG 101-108</p>	<p>WARNING</p> <p>IF THIS DRAWING IS USED FOR ANY OTHER PROJECT, THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND DATA TO BE USED IN THIS DRAWING.</p>	<p>HORROCKS ENGINEERS</p> <p>2162 West Grove Pkwy., Suite 400 West Jordan, UT 84082 (801) 763-6100 www.horrocks.com</p>
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NOTE: PROPOSED IMPROVEMENTS TO CORNER WITH WEST JORDAN CITY DESIGN & CONSTRUCTION STDS



- NOTES
1. LONG DIMENSIONS REFERENCED TO RIGHT OF WAY CENTERLINE OF 40' WIDE.
 2. ALL DIMENSIONS REFERENCED TO RIGHT OF WAY CENTERLINE OF 40' WIDE.
 3. DIMENSIONS REFERENCED TO PROPERTY CORNER OR OTHER POINT OF BEGINNING.
 4. DIMENSIONS REFERENCED TO PROPERTY CORNER OR OTHER POINT OF BEGINNING.
- UNUSUAL DIMENSIONS NOTED
- ◇ PROPERTY CORNER
 - ◇ PROPERTY CORNER BY EASEMENT
 - ◇ PROPERTY CORNER BY EASEMENT
 - ◇ PROPERTY CORNER BY EASEMENT
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 - ◇ PROPERTY CORNER BY EASEMENT

CU101
PAGE 7

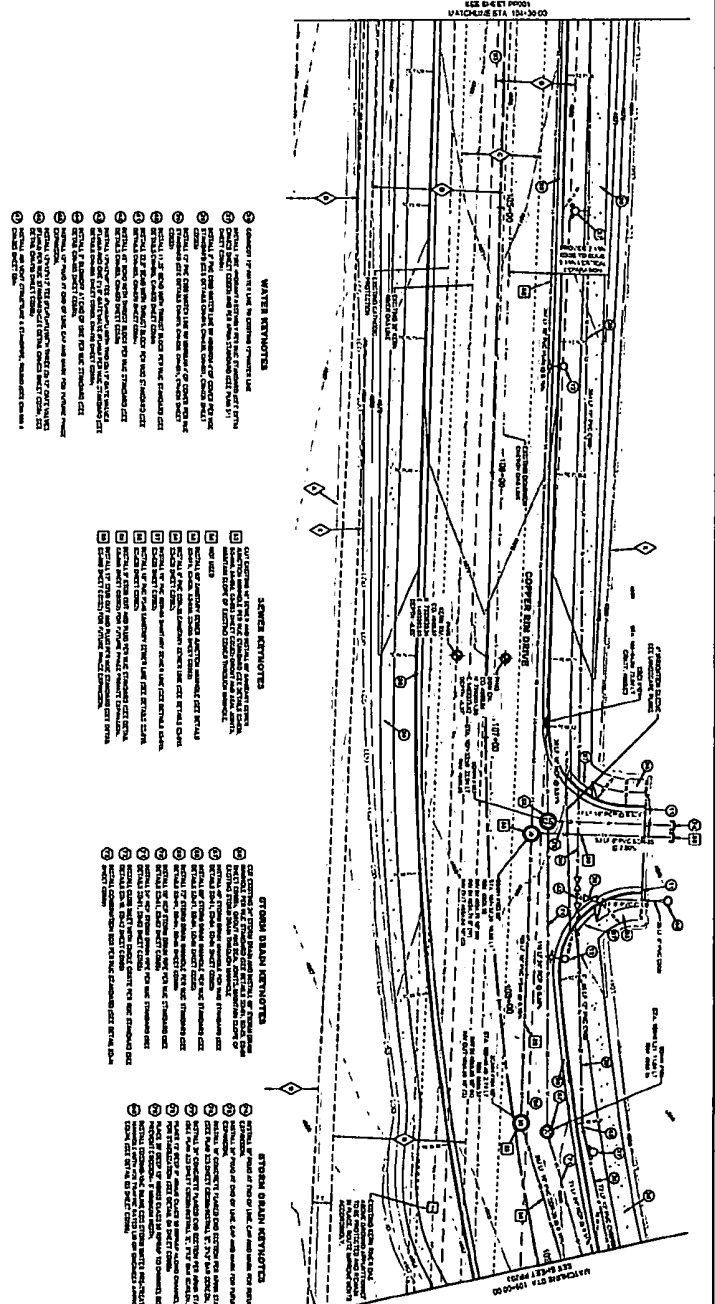
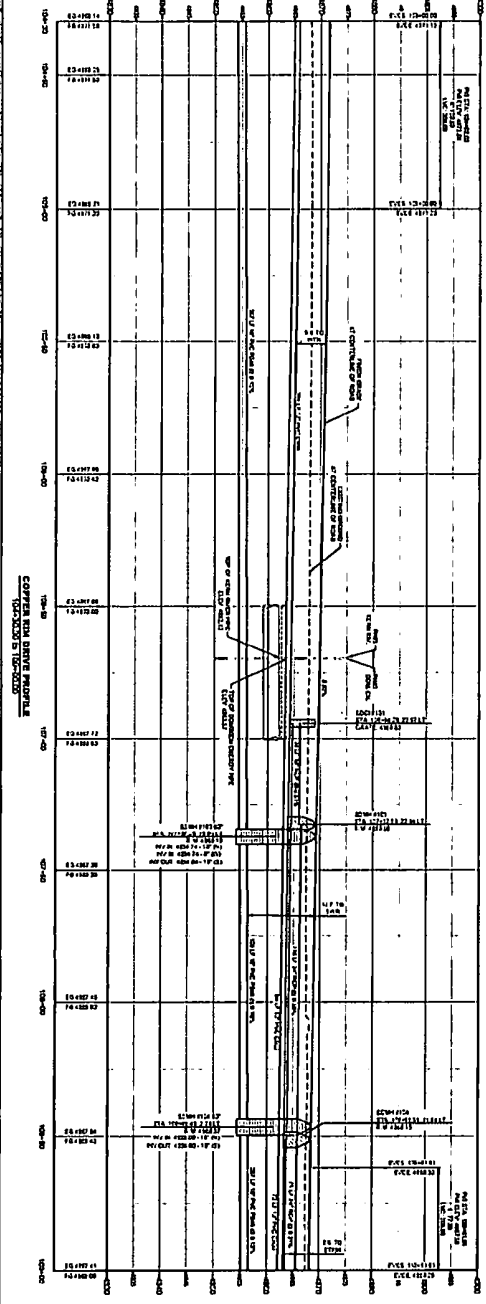
COPPER RIM - PHASE 1A
WEST JORDAN, UTAH
OVERALL UTILITY PLAN & KEYMAP
OVERALL UTILITY



DATE	REVISIONS	BY	DATE
31 JAN 2019	1	TJR	
	2	CLC	
	3	DCP	
	4	PO	

WARNING
IF THIS DRAWING DOES NOT MEASURE UP TO YOU, CALL US AT 783-5100

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2162 West Gore Pkwy., Suite 400
Pleasant Grove, UT 84062
(801) 783-5100
www.horrockse.com



- NOTES:**
1. REFER TO THE SPECIFICATIONS FOR THE LATEST EDITION OF THE UTAH STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
 2. ALL UTILITIES AND STRUCTURES SHOWN ON THIS PLAN ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE UTAH STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL MAINTAIN THE DRIVE OPEN TO TRAFFIC AT ALL TIMES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
 8. THE CONTRACTOR SHALL MAINTAIN THE DRIVE OPEN TO TRAFFIC AT ALL TIMES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
 10. THE CONTRACTOR SHALL MAINTAIN THE DRIVE OPEN TO TRAFFIC AT ALL TIMES.

- CONSTRUCTION NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 4. THE CONTRACTOR SHALL MAINTAIN THE DRIVE OPEN TO TRAFFIC AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
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 8. THE CONTRACTOR SHALL MAINTAIN THE DRIVE OPEN TO TRAFFIC AT ALL TIMES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
 10. THE CONTRACTOR SHALL MAINTAIN THE DRIVE OPEN TO TRAFFIC AT ALL TIMES.

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PAGE 12

COPPER RIM - PHASE 1A

WEST JORDAN, UTAH

COPPER RIM DRIVE PROFILE

104+30 TO 109+00

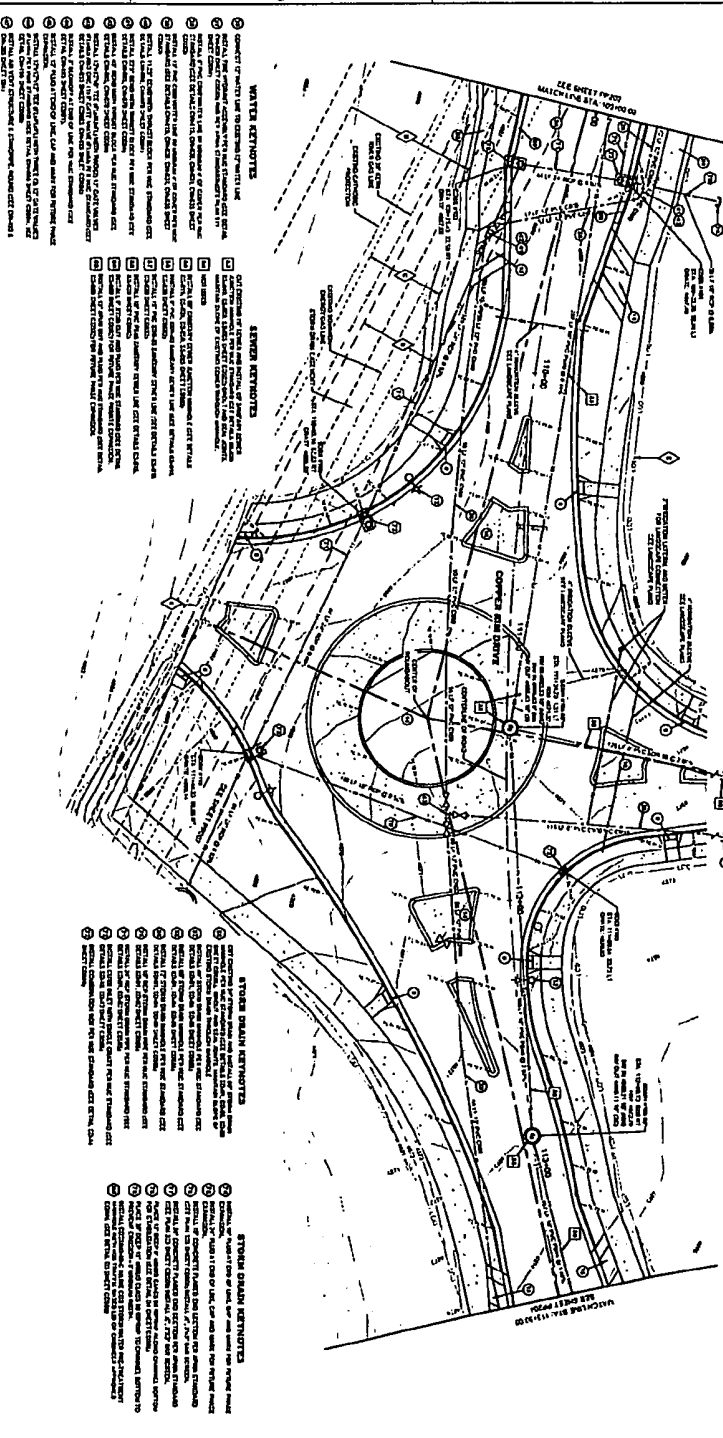
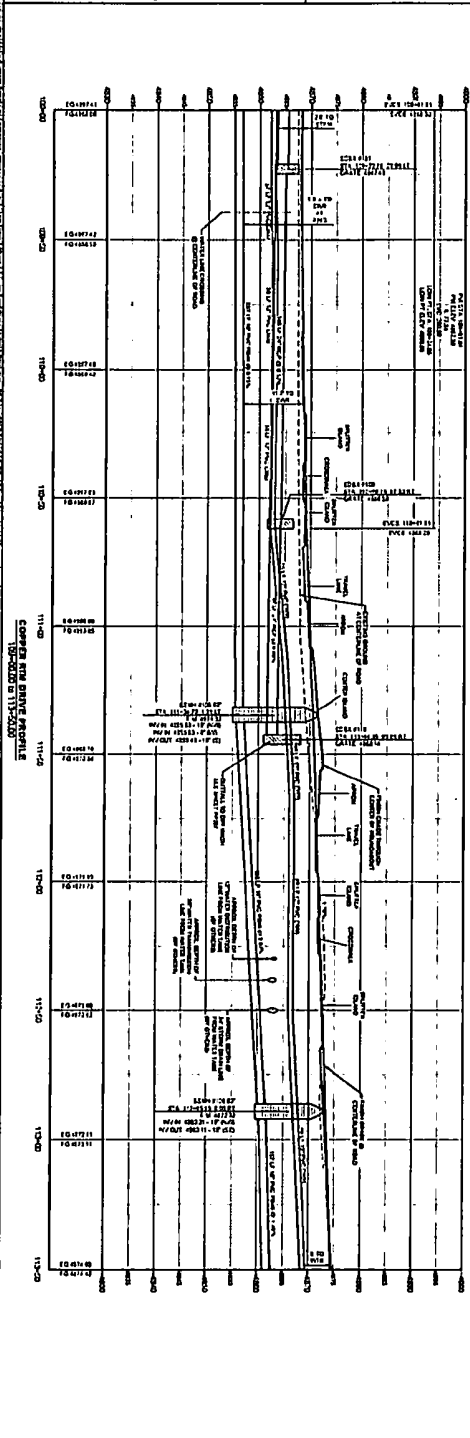
DATE	BY	REVISION
10/15/19	TJR	ISSUE FOR PERMIT
10/15/19	CLC	REVISED
10/15/19	DCP	REVISED
10/15/19	DCP	REVISED

WARNING

IF THE SIGN DOES NOT READ, BE CAREFUL!

HORROCKS ENGINEERS

7182 Wadsworth Place, Suite 400
Pleasant Grove, UT 84062
(801) 783-6100
www.horrocksc.com



- WATER NETWORKS**
- SEWER NETWORKS**
- STORM DRAIN NETWORKS**
- CONSTRUCTION NETWORKS**

COPPER RIM - PHASE 1A

WEST JORDAN, UTAH

COPPER RIM DRIVE PROFILE

100-00-00 TO 11-30-00

DATE	BY	DATE
11 JUN 2019	TJR	
	DLC	
	DGP	
	MSK	

WARNING

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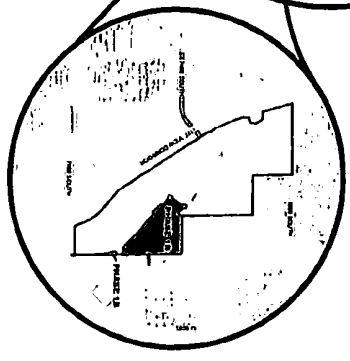
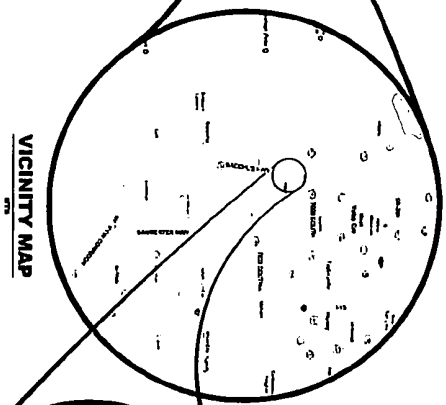
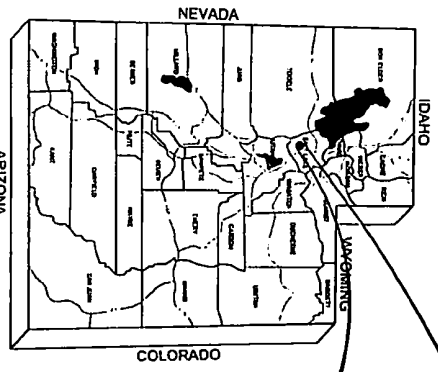
5/16/19

HORROCKS ENGINEERS

2182 11th Grove Place, Suite 400
Pleasant Grove, UT 84062

(801) 863-5100
www.horrockss.com

IMPROVEMENT DRAWINGS FOR **COPPER RIM - PHASE 1B** WEST JORDAN, UTAH



BASIS OF BEARING:
VERTICAL CURVES ARE BASED ON THE
TYPICAL ROAD DESIGN
UNLESS OTHERWISE NOTED
UNLESS OTHERWISE NOTED

BENCHMARK:
ELEVATION
IN THE CITY RECORDS

* VERTICAL CURVES ON THIS SHEET BY W-1000

STATE MAP



Know what's below.
Call before you dig.

ENGINEER:
HORROCKS ENGINEERS
Professional Engineers, License No. 10000
1100 West Grove Parkway, Suite 400
West Jordan, Utah 84088
(801) 783-5100
www.horrocksb.com

SURVEYOR:
COURTNEY L. HARRIS
Professional Surveyor, License No. 400
1100 West Grove Parkway, Suite 400
West Jordan, Utah 84088
(801) 783-5100
www.horrocksb.com

OWNER:
CITY OF WEST JORDAN, UTAH
1100 WEST GROVE PARKWAY, SUITE 400
WEST JORDAN, UT 84088
CONTACT: GREG DAY

PROJECT SHEET #	SHEET TITLE
1	COVER
2	GENERAL NOTES
3	LEGEND & DIMENSIONS
4	TYPICAL ROAD SECTION
5	PLAN 1
6	PLAN 2
7	PLAN 3
8	PLAN 4
9	PLAN 5
10	PLAN 6
11	PLAN 7
12	PLAN 8
13	PLAN 9
14	PLAN 10
15	PLAN 11
16	PLAN 12
17	PLAN 13
18	PLAN 14
19	PLAN 15
20	PLAN 16
21	PLAN 17

PROJECT SHEET #	SHEET TITLE
22	SECTION 1 - 20' SIDEWALK
23	SECTION 2 - 20' SIDEWALK
24	SECTION 3 - 20' SIDEWALK
25	SECTION 4 - 20' SIDEWALK
26	SECTION 5 - 20' SIDEWALK
27	SECTION 6 - 20' SIDEWALK
28	SECTION 7 - 20' SIDEWALK
29	SECTION 8 - 20' SIDEWALK
30	SECTION 9 - 20' SIDEWALK
31	SECTION 10 - 20' SIDEWALK
32	SECTION 11 - 20' SIDEWALK
33	SECTION 12 - 20' SIDEWALK
34	SECTION 13 - 20' SIDEWALK
35	SECTION 14 - 20' SIDEWALK
36	SECTION 15 - 20' SIDEWALK
37	SECTION 16 - 20' SIDEWALK
38	SECTION 17 - 20' SIDEWALK
39	SECTION 18 - 20' SIDEWALK
40	SECTION 19 - 20' SIDEWALK
41	SECTION 20 - 20' SIDEWALK
42	SECTION 21 - 20' SIDEWALK

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PAGE 1

COPPER RIM - PHASE 1B
WEST JORDAN, UTAH
COVER



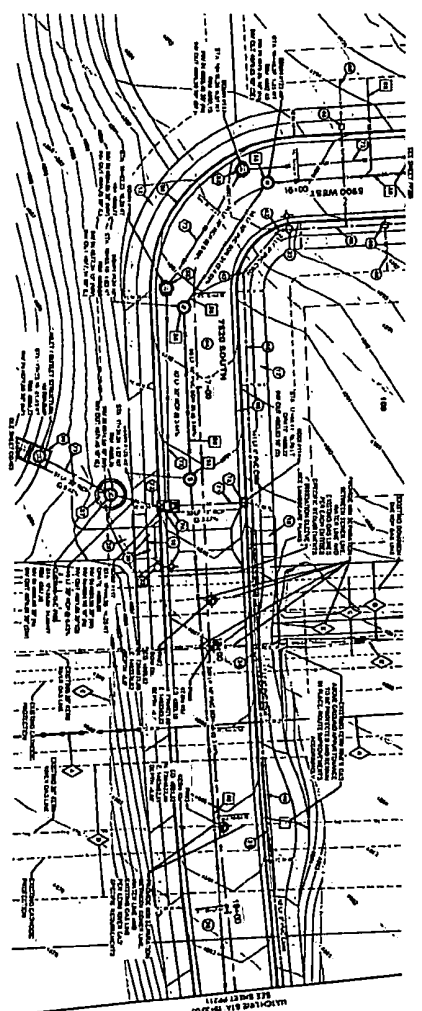
DATE	PROJECT	REVISION	DATE

WARNING

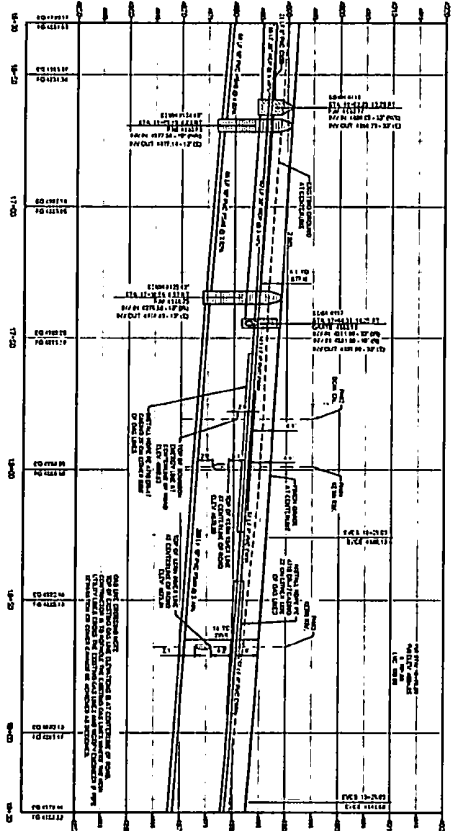
IF THIS SIGN DOES NOT
HAVE A SIGN OF THIS
DRAWING IS NOT TO SCALE

HORROCKS ENGINEERS

2162 West Grove Pkwy, Suite 400
West Jordan, UT 84088
(801) 783-5100
www.horrocksb.com



- WATER NETWORKS**
- 1. INITIAL COST ESTIMATE FOR WATER MAINS AND SERVICE LINES
 - 2. INITIAL COST ESTIMATE FOR WATER TREATMENT PLANT
 - 3. INITIAL COST ESTIMATE FOR WATER STORAGE TANKS
 - 4. INITIAL COST ESTIMATE FOR WATER DISTRIBUTION SYSTEM
 - 5. INITIAL COST ESTIMATE FOR WATER PUMP STATIONS
 - 6. INITIAL COST ESTIMATE FOR WATER METERING SYSTEM
 - 7. INITIAL COST ESTIMATE FOR WATER METERING DEVICES
 - 8. INITIAL COST ESTIMATE FOR WATER METERING DEVICES
 - 9. INITIAL COST ESTIMATE FOR WATER METERING DEVICES
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 - 11. INITIAL COST ESTIMATE FOR WATER METERING DEVICES
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 - 19. INITIAL COST ESTIMATE FOR WATER METERING DEVICES
 - 20. INITIAL COST ESTIMATE FOR WATER METERING DEVICES
- SEWER NETWORKS**
- 1. INITIAL COST ESTIMATE FOR SEWER MAINS AND SERVICE LINES
 - 2. INITIAL COST ESTIMATE FOR SEWER TREATMENT PLANT
 - 3. INITIAL COST ESTIMATE FOR SEWER STORAGE TANKS
 - 4. INITIAL COST ESTIMATE FOR SEWER DISTRIBUTION SYSTEM
 - 5. INITIAL COST ESTIMATE FOR SEWER PUMP STATIONS
 - 6. INITIAL COST ESTIMATE FOR SEWER METERING SYSTEM
 - 7. INITIAL COST ESTIMATE FOR SEWER METERING DEVICES
 - 8. INITIAL COST ESTIMATE FOR SEWER METERING DEVICES
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 - 20. INITIAL COST ESTIMATE FOR SEWER METERING DEVICES
- STORM DRAIN NETWORKS**
- 1. INITIAL COST ESTIMATE FOR STORM DRAIN MAINS AND SERVICE LINES
 - 2. INITIAL COST ESTIMATE FOR STORM DRAIN TREATMENT PLANT
 - 3. INITIAL COST ESTIMATE FOR STORM DRAIN STORAGE TANKS
 - 4. INITIAL COST ESTIMATE FOR STORM DRAIN DISTRIBUTION SYSTEM
 - 5. INITIAL COST ESTIMATE FOR STORM DRAIN PUMP STATIONS
 - 6. INITIAL COST ESTIMATE FOR STORM DRAIN METERING SYSTEM
 - 7. INITIAL COST ESTIMATE FOR STORM DRAIN METERING DEVICES
 - 8. INITIAL COST ESTIMATE FOR STORM DRAIN METERING DEVICES
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 - 19. INITIAL COST ESTIMATE FOR STORM DRAIN METERING DEVICES
 - 20. INITIAL COST ESTIMATE FOR STORM DRAIN METERING DEVICES



CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS APPLICABLE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS APPLICABLE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS APPLICABLE.
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10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS APPLICABLE.

KEY PLAN

WARNING

BEFORE ENTERING THE WORK AREA, ALL PERSONNEL MUST READ AND UNDERSTAND THE SAFETY RULES AND REGULATIONS. FAILURE TO DO SO MAY RESULT IN FURTHER ACTION.

COPPER RIM - PHASE 1B

WEST JORDAN, UTAH

7520 SOUTH PROFILE

HORROCKS ENGINEERS

2183 West Stone Pkwy, Suite 400
Pleasant Grove, UT 84062

(801) 783-5100
www.horrocksi.com

PP210

PAGE 21

EXHIBIT A-2 – Vicinity Map

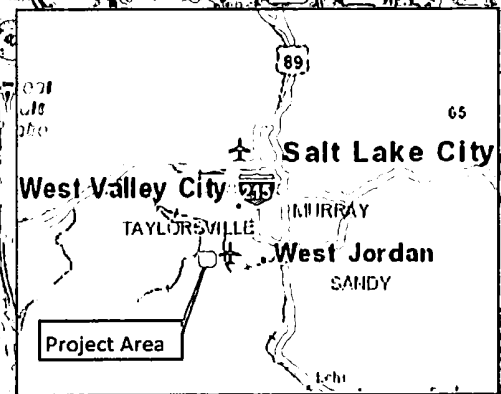


Vicinity Map

Project Area

Legend

- Kern River A-Line
- Kern River B-Line



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EXHIBIT A-3 – Scope of Work

The project consists of the installation and construction of public improvements such as water and sewer main lines, curb and gutter, asphalt, sidewalk, underground power, natural gas, etc at various locations along 7800 W and between 7400 South and 7800 S.

EXHIBIT A-4 – Equipment List



The equipment described herein is authorized to cross the Kern River lines assuming the following conditions are met:

- Line crossings will be kept to a minimum
- Equipment will cross as near to perpendicular as possible
- Equipment will not be parked over the pipelines
- The required Depth of Cover will be maintained to at least four (4) feet six (6) inches.
- Construction type vehicles or heavy equipment other than the vehicles approved in this Exhibit A4 (or substantially similar thereto) shall not utilize the crossing locations approved in this Agreement unless such use is approved by Kern River
- The limits of the crossing locations will be clearly marked across the easement

Equipment List:

200 Series Excavator	50,000lbs
360 Series Excavator	85,000lbs
400 Series Loader	55,000lbs
400 Series Articulated Truck	85,000lbs

EXHIBIT B – Encroachment Specifications

KERN RIVER GAS TRANSMISSION COMPANY, hereinafter called 'KERN RIVER' is an interstate transporter of natural gas which is regulated by the Department of Transportation Office of Pipeline Safety. The following specifications are designed to comply with applicable state and federal regulations, to assure the safety of the public and to protect the pipeline.

The following specifications are minimum requirements for most proposed encroachments to avoid conflict with the existing easement rights. These are not the only types of activities permitted. Additional specifications may be required depending upon the proposed encroachments. Please contact the nearest KERN RIVER office to review your individual situation.

GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A) Most states laws require 48 hours notice be given to utility companies prior to beginning excavation. This may be accomplished by contacting a "One Call" or "Dig Alert" system (check your state). In states where advance notification call systems do not exist, please call (801) 584-7100 collect 48 hours before any work commences.
- B) KERN RIVER'S easement restricts the placement of a structure or any part of a structure within the right-of-way, except as herein permitted.
- C) An authorized KERN RIVER representative must be on site during any work performed on or across the right-of-way, and will remain as long as power equipment is utilized.
- D) The KERN RIVER representative will determine the existing cover over the pipeline for you.
- E) Any change in the amount of existing cover material (soil) on and over the right-of-way must be approved in advance and shall be no less than that required by the U.S. Department of Transportation.

1) FENCES

- A) Fences installed parallel to the pipeline shall not be installed within 5 feet of the center of the pipeline. For fences installed across the right of way, the first post either side of the pipe shall be set in a hand dug hole.
- B) PERMITTEE shall provide access through or around fences crossing the right-of-way to allow performance of normal right-of-way maintenance.
- C) Installer shall adhere to provisions A and C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

2) LANDSCAPING (plantings that require excavating deeper than 1 foot)

- A) Flower beds and shrubs are permitted within the right-of-way, but may be damaged by required annual surveys, if planted directly over the pipeline. Heavy maintenance may require total clearing of the right-of-way.
- B) Lawns and vegetable gardens are acceptable uses.
- C) Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to this type of planting.

3) STREETS, ROADS AND DRIVEWAYS

- A) Residential driveways intended for light vehicle access to a single family dwelling must have a minimum of 3.5 feet of cover over the pipeline.
- B) Driveways shall not run lengthwise within the right-of-way and must cross on an angle, which when measured between the proposed drive and the right-of-way is not less than 45 degrees.
- C) An opportunity for KERN RIVER to make a pipe inspection must be given prior to the start of any construction.
- D) Provisions A, C, D and E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to driveway crossings.
- E) Street or road construction requires a special encroachment agreement from the Right-of-Way and Land Department, and plans for such crossings should be submitted 90 days prior to work commencement to allow time for project impact review by the local KERN RIVER office.

4) TEMPORARY EQUIPMENT CROSSINGS

- A) To protect KERN RIVER'S pipeline from external loading, KERN RIVER must perform an engineering evaluation to determine the effects of any proposed equipment use. Mats, timber bridges, or other protective materials deemed necessary by KERN RIVER shall be placed over KERN RIVER facilities for the duration of any loading. Protective materials shall be purchased, placed, and removed at no cost to KERN RIVER. The right-of-way must be restored to its original condition.
- B) KERN RIVER may require markings to identify specific areas where equipment use is authorized. Vibratory equipment is not permitted on the right-of-way.

5) OPEN WATERWAYS

- A) Open waterways smaller than 3 feet wide at the bottom are defined as "ditches" and must have a minimum of 3.5 feet of cover from the top of the pipe to the bottom of the ditch, or the ditch must be lined using an approved method and material. Larger open waterways are defined as "canals" and are considered on an individual basis.
- B) Anyone altering (cleaning, regarding or changing alignment) a waterway must obtain approval from KERN RIVER prior to making changes and shall meet Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.
- C) An opportunity will be provided for KERN RIVER to install casing and/or other structural protection prior to canal installation.

6) EXCAVATION

- A) Plans for any excavation on the right-of-way must be approved prior to commencing work. Excavating within 5 feet of the pipeline shall be done by hand until the pipeline is exposed and shall be done only in the presence of an authorized KERN RIVER representative. When excavating for crossing a ditch line, after the pipe has been exposed, the excavation equipment must be positioned such that it will not reach within 2 feet of the pipeline. Final stripping on sides and top of the pipeline shall be by hand.
- B) When a backhoe is used, the bucket teeth should be curled under each time it is brought back into

the ditch to reduce the chance of teeth contacting the pipe.

- C) Any plowing or ripping of soil on the right-of-way, including agricultural, at depths greater than 1 foot will be handled on an individual basis.

GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS

- A) All buried lines crossing KERN RIVER'S right-of-way shall be installed in accordance with all applicable codes and requirements governing such installations.
- B) All foreign lines shall cross KERN RIVER'S right-of-way at an angle as close to 90 degrees as possible. Parallel occupancy of KERN RIVER'S right-of-way shall not be permitted.
- C) All buried lines should cross under the pipeline. However, when obstructions or unfavorable soil conditions are encountered, or when the KERN RIVER pipeline is located at a depth greater than 4 feet, approval to cross over the line may be granted.
- D) To avoid unexpected service interruptions of buried lines crossing over KERN RIVER pipeline, a minimum of 24 inches of cover (or local minimum required depth) must be provided over the crossing line.
- E) All buried lines crossing the KERN RIVER pipeline shall maintain a minimum separation of 24 inches between the two facilities, with the same depth carried across the entire right-of-way.
- F) A joint trench is the recommended method for multiple utility crossings. Under normal circumstances this requires that only one permit be obtained by the excavating company.
- G) No foreign appurtenances (motors, poles, drop boxes, collection basins, etc.) shall be located on the right-of-way, except as herein permitted.
- H) A 6-inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire right-of-way, as a protective measure.
- I) An authorized KERN RIVER representative must be on-site during all excavation and clean-up work performed on the right-of-way.

7) COMMUNICATION LINES (TELEPHONE, TV, OTHER DATA LINES)

- A) Communication lines shall meet all provisions of the GENERAL REQUIREMENTS - BURIED LINE CROSSINGS.
- B) Communication lines shall be encased in a rigid nonmetallic conduit across the full width of the right-of-way.
- C) Signs shall be placed at each edge of the right-of-way to mark the underground cable angle and path of crossing. If the underground cable crosses above the pipeline, the signs shall so indicate. These signs are to be furnished by the power company or the encroaching party.

8) POWER LINES

- A) Power lines shall meet all of the above GENERAL REQUIREMENTS - BURIED LINE CROSSINGS and shall be installed in accordance with the National Electrical Safety code.
- B) Power lines shall have minimum clearances between lines of 24 inches for 0 to 600 volts, 30 inches for 601 to 22,000 volts, 36 inches for 22,001 to 40,000 volts, and 42 inches for 40,001 volts and above.
- C) Power lines shall be encased in rigid nonmetallic conduit.
- D) Signs shall be placed at each edge of the right-of-way to mark the underground cable angle and path of crossing. If the underground cable crosses above the pipeline, the signs shall so indicate. These signs are to be furnished by the power company or the encroaching party.
- E) In the event a power line crosses over the pipeline, it will be necessary to cover the crossing in red die concrete (6 inches thick) across the full width of the right-of-way.

9) SEWER AND WATER LINES

- A) Sewer and water lines shall meet all above GENERAL REQUIREMENTS - BURIED LINE CROSSINGS. Nonmetallic water lines are required.
- B) Sewer line crossings are limited to tight lines only. Septic tanks and leach areas are not permitted in the right-of-way.
- C) Septic tanks and drainfields are not permitted within the right-of-way.

10) SUBSURFACE DRAINAGE TILE (NONMETALLIC)

- A) Drainage tile shall meet provisions A, B, E, G, H and I of GENERAL REQUIREMENTS - BURIED LINE CROSSINGS.

11) METALLIC PIPE CROSSINGS

- A) All 4 inch and larger metallic pipes crossing KERN RIVER'S pipeline, or any metallic pipe transporting hazardous substances (petroleum, natural gas, etc.), shall have two corrosion test leads installed on KERN RIVER pipeline and two on the crossing pipe at the point of intersection.
- B) KERN RIVER personnel must install the leads on KERN RIVER'S pipeline and, if requested, will also install the leads on the crossing pipe.
- C) Metallic pipe crossings shall have an electrical insulation coating for the full width of the right-of-way.

12) ABOVE GROUND LINE CROSSINGS

- A) Shall maintain a minimum of 30 feet of vertical clearance across the right-of-way.
- B) Shall have no poles or appurtenances located on the right-of-way.
- C) Above ground crossings shall not be above or closer than 25 feet horizontally to any gas escape vent (e.g., relief valve vent, station blow down vent, block valve vent, etc.).

13) BLASTING

- A) Blasting for grade or ditch excavation shall be utilized only after all other reasonable means have been used and are unsuccessful in achieving the required results.
- B) Blasting plans shall be submitted to KERN RIVER for approval at least 4 days prior to the anticipated start of any blasting activities.
- C) All blasting shall be done with the KERN RIVER authorized representative present.

EXHIBIT C – Insurance Requirements

A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits of not less than:

Bodily Injury by Accident \$500,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$500,000 Each Employee

covering location of all work places involved in this Contract.

B. Commercial General Liability Insurance, written on an Occurrence Basis, with limits not less than \$1,000,000.00 per occurrence / \$2,000,000 aggregate Bodily Injury and Property Damage, including the following coverages.

a. Premises and Operations Coverage

b. Independent Contractor's Coverage

c. Contractual Liability covering liabilities assumed under this Contract

d. Products and Completed Operations Coverage

e. Coverage for explosion, collapse, and underground property damage

f. Broad Form Property Damage Liability endorsement

g. Personal Injury Liability

C. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined single limits

D. Umbrella Liability Insurance with a minimum combined single limit of \$5,000,000.00 each occurrence/aggregate where applicable to be excess of the coverages and limits required in A., B., and C. above.

Encroaching Party shall, on or prior to the effective date of this agreement, deliver to Kern River certificates of insurance evidencing valid coverage in effect as specified by this Exhibit. All of the above described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all parties except with respect to the negligence of additional insureds listed below. All required insurance policies shall be endorsed to provide that the policy is primary and will not contribute with any policy carried by Kern River.

Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Encroaching Party' insurance policies, except statutory Workers' Compensation. The Commercial General Liability additional insured endorsement shall be ISO Form CG2010 or its equivalent. There shall be no conditions on Encroaching Party' policies restricting defense expenses available to Kern River.

Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at the sole risk of Encroaching Party.

All policies providing coverage hereunder shall contain provisions that no cancellation or material

changes in the policies shall become effective except on thirty (30) days' written notice thereof to Kern River at Kern River's office originating the agreement. Encroaching Party shall not cancel or make any material change in any such policies without the prior written consent of Kern River. For those insurance coverages whereby Kern River is required to be named as an additional insured, Encroaching Party shall at any time requested by Kern River prior to or during the term of the work or this Contract, deliver to Kern River certified copies of any and all insurance policies so requested. Further, should a loss arise after final acceptance that may give rise to a claim against Encroaching Party, and/or Kern River as additional insured, Encroaching Party shall deliver to Kern River, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the work or this Contract, if so requested by Kern River.

Kern River does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of Encroaching Party, and Encroaching Party shall be solely responsible for any deficiencies thereof. Nothing in this Agreement shall be deemed to limit Encroaching Party' liability under this Agreement

SUBCONTRACTOR'S INSURANCE

Should Kern River permit Encroaching Party to further sublet or subcontract any portion of the work, Encroaching Party shall, before permitting any of its Subcontractors to perform any work at the site, require each Subcontractor to carry insurance with terms and limits similar to that specified above or provide evidence that such Subcontractors are covered as Named Insureds under Encroaching Party' insurance coverages as required above Prior to the commencement of work by any Subcontractor, Encroaching Party shall provide to Kern River Certificates of Insurance evidencing that each Subcontractor carries insurance as required above or evidencing that such Subcontractors are named insureds under Encroaching Party' insurance coverages. As with Encroaching Party' insurance coverage, Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees and servants shall be named as an additional insured on any Subcontractor insurance required by this section.

EXHIBIT C-2 – Certificate of Liability Insurance



CWLANDC-01

LAINIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER License # 92472
Beehive Insurance Agency
302 West 5400 South #101
Salt Lake City, UT 84107-8225

CONTACT NAME: Vicki Sorensen
PHONE (A/C, No, Ext) 6852 FAX (A/C, No) (801) 685-2899
E-MAIL ADDRESS vsorensen@beehiveinsurance.com
INSURER(S) AFFORDING COVERAGE
INSURER A National Builders Insurance Company 16632
INSURER B WCF Mutual Insurance Company 10033
INSURER C ACE American Insurance Company (ACE USA) 22667
INSURER D
INSURER E
INSURER F

INSURED
CW Copper Rim 1 LLC
1222 West Legacy Crossing Blvd Ste 6
Centerville, UT 84014

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR (NSD, WVG), POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Workers Compensation, and Umbrella Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
All operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER CANCELLATION

Certificate of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
AUTHORIZED REPRESENTATIVE
Vicki Sorensen

EXHIBIT D – Recorded Easements

8-5

8131753

Recorded at the request of Kern River Gas Transmission Company When Recorded Mail to: Kern River Gas Transmission Company 1615 W. 2200 S. Suite C Salt Lake City, UT 84119 Attention: Cynthia Lowrey	<div style="text-align: right;"> 8131753 01/25/00 09:19 AM 21 00 100 200 17 191 000 GAF, J. M. & L.P. RECORDER, SALT LAKE COUNTY, UTAH KERN RIVER GAS TRANSMISSION 1615 W 2200 S SUITE C SLC UT 84119 BY: ZJM, DEPUTY - WT 4 </div>
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Space above this line for Recorder's Use

Parcel I.D Number 20-26-400-001, 002, 003, 004, 005, 20-35-200-004

**KERN RIVER GAS TRANSMISSION COMPANY
 EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

**STATE OF UTAH
 COUNTY OF SALT LAKE**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline or pipelines and/or communications cables with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipelines, communications cables, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way 50 feet in width being 25 feet on the east side and 25 feet on the west side of the centerline of the first pipeline and/or communications cable constructed hereunder, situated in Salt Lake County, State of Utah described below:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M</u>
	26	2 S	2 W	S.L.B &M.
	35	2 S	2 W	S.L.B &M.

Section 26. Beginning at the Northeast Corner of the Southeast Quarter, and running thence West 106 2/3 rods; thence South 924 feet; thence East 106 2/3 rods, thence North 924 feet, to the point of Beginning; and Beginning 924 feet South of the Northeast Corner of the Southeast Quarter, and running thence West 106 2/3 rods; thence South 148 feet; thence East 106 2/3 rods; thence North 148 feet, to the point of Beginning; and Beginning 1072 feet South of the Northeast Corner of the Southeast Quarter, and

Tract # K-UT-SL-220.01W, 221.01W, 222.01W, 224AW

DK 0550966915

running thence West 106 2/3 rods, thence South 148 feet, thence East 106 2/3 rods, thence North 148 feet, to the point of Beginning; and Beginning 1220 feet South of the Northeast Corner of the South East Quarter, and running thence West 106 2/3 rods, thence South 100 feet; thence East 106 2/3 rods; thence North 100 feet, to the point of Beginning; and the South half of the East 106 2/3 rods of the South half

Section 35· Beginning at a point which is the Northeast Corner and running thence South 00°10'46" East 538.45 feet along the East line of said Section 35; thence South 89°58'37" West 2008.86 feet to a point on the East line of a Wood Ventures Parcel recorded in the Salt Lake County Recorder's Office in Book 8151, Page 2933; thence North 00°23'40" West 538.46 feet along said Wood Ventures Parcel to a point on the North line of said Section 35; thence North 89°58'37" East 2008.88 feet along the North line of said Section 35 to the point of beginning, Less and Excepting a parcel belonging to Utah Power and Light Company as recorded in the Salt Lake County Recorder's Office as Parcel No. 20-35-200-001, more particularly described as: Beginning South 89°58'37" West 1342.43 feet and South 00°04'37" West 33 feet from the Northeast Corner; thence South 00°04'37" West 250.00 feet; thence South 89°58'37" West 200.00 feet; thence North 00°04'37" East 250 feet; thence North 89°58'37" East 200 feet to the point of beginning, also including and subject to a 45 foot right of way easement over the East 45 feet of property

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place improvements constructed thereon and upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for all damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's

Tract # K-UT-SL-220.01W, 221.01W, 222.01W, 224AW

DK 0558066916

prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline and/or communications cable to a minimum depth of 30 inches.

Grantor represents and warrants that he is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

Grantor reserves the right to cross the pipeline Right-of-Way with roads and/or other utility lines provided that all such crossings are made with the prior written consent of the Grantee and subject to the Company's safety and encroachment standards.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF THE 22ND DAY OF JANUARY 2002

ATTEST:

KFP Corporation, a Utah corporation

By: _____

By: Justin V. Peterson

Title _____

Title: President

(Corporate Seal)

KERN RIVER GAS TRANSMISSION COMPANY

Paula Beutler
Attorney-in-Fact

Tract # K-UT-SL-220.01W, 221.01W, 222.01W, 224AW

BK0558PG6917

ACKNOWLEDGMENT

STATE OF Utah)

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 22nd day of January, 2002 by

Justin V. Peterson, President of KFP Corporation, a Utah corporation.

My Commission Expires:

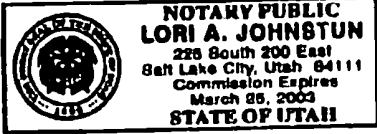
03-25-03

Lori A Johnston
Notary Public in and for

SLC

County,

State of UT



ACKNOWLEDGMENT---ATTORNEY-IN-FACT

STATE OF Utah)

COUNTY OF Salt Lake)

On this 23rd day of January, 2002, Paula Rueter personally appeared before me and being by me duly sworn, did say that she/he is the Attorney-in-Fact of Kern River Gas Transmission Company, and that the Agreement was signed on behalf of Kern River Gas Transmission Company and said Paula Rueter acknowledged to me that she/he as such Attorney-in-Fact executed the same.

My Commission Expires:

9-20-2005

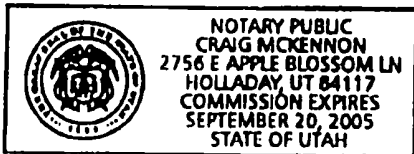
Craig McKennon

Notary Public in and for

Salt Lake

County,

State of Utah



BK0550PG6910

10

20
Revised
FEL

4927064

WYOMING-CALIFORNIA PIPELINE COMPANY
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT AGREEMENT

MM

STATE OF UTAH) LL 153U-2-165
COUNTY OF SALT LAKE) ss CO 89913

120

4927064
11 JUNE 90 08:24 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MYCAL Att: Land Dept.
P.O. BOX 1087
COLORADO SPRINGS, CO 80944
REC BY: D DANGERFIELD , DEPUTY

KNOW ALL MEN BY THESE PRESENTS; THAT the undersigned, hereinafter called Grantor (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by Wyoming-California Pipeline Company, a Colorado General Partnership, P. O. Box 1087, Colorado Springs, Colorado 80944, hereinafter referred to as Grantee, receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement, said right-of-way and easement herein and hereby granted being One Hundred (100) feet in width during construction of the pipeline, and Fifty (50) feet in width thereafter, to locate, survey a route, conduct environmental and cultural surveys, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduit, cables, splicing boxes and roads being hereinafter sometimes collectively called the "facilities") over, under and through the following described land, situated in Salt Lake County, State of Utah, the centerline of which is shown on Land Plat marked Exhibit "A" attached hereto and made a part hereof, to-wit:

20-26-200-001

PLAT 50
4
W&CE - 26

Township 2 South, Range 2 West, Salt Lake Meridian
Section 26: The West 213-1/3 rods of the South Half (S/2) of said Section, also called Parcel 300-001, Tax Map 20-R, Section 26.

Refer to Exhibit "B" attached hereto and made a part hereof for additional provision applicable to this Easement Agreement.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purposes of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of the facilities with either like or different size facilities. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place improvements constructed thereon and upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

BK 62276150

6043

Ut SK-220.01W (11/20/222.01W) and 220.01W(A) and 221.01W (A)

Grantee agrees that during the period of construction of the pipeline hereunder, or any subsequent altering, removing or replacing of the facilities, it will leave or arrange for reasonable crossings over said right-of-way strip for the cattle and livestock of Grantor and his tenants and lessees.

Whenever it becomes necessary for Grantee, its agents or contractors to cut a fence on the above described lands, Grantee agrees, at its option, either to keep the gaps closed or guarded in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap, or to construct at such place or places substantial gates with dual locks and to furnish Grantor with one set of keys thereto. Before any such fence is cut by Grantee, same shall be braced in order to prevent slackening of the wires along the fence in each direction from Grantee's temporary gap.

In the event that the above described lands are being used for the growing of any crop which requires irrigation at the time the pipeline is under construction, Grantee agrees to install and operate flumes across the right-of-way at all times during such construction operations. Grantee further agrees not to dam, block or obstruct in any manner any irrigation canals, drainage ditches or creeks located on said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by Grantee's operations on said lands.

Grantee agrees to bury its pipeline to a depth not less than forty (40) inches measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which said line is laid, and where said pipeline crosses an irrigation canal or drainage ditch, the top of the pipe shall be buried at least forty (40) inches below the lowest point of the channel where said pipeline crosses any such drainage ditch or canal.

Grantee agrees to pay damages to crops, fences, timber and livestock of Grantor, his tenants and lessees, which may arise from the operation and maintenance of the facilities.

Grantee shall remove all stakes or posts which it, its contractors or agents, may have put into the ground, and level all ruts and depressions caused by its construction operations.

The rights, titles and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described right-of-way and rights unto the said Grantee, so long as said right-of-way is used for the purposes herein granted, and Grantor (jointly and severally, if more than one) hereby agrees to warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor all oil, gas and other minerals in, on and under the above described lands.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb the facilities and no road, reservoir, excavation, change of surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent.

It is mutually understood and agreed that this right-of-way grant as written covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

Executed this 30 day of MAY, 1990.


Elmer N. Jensen

BK 6227881593

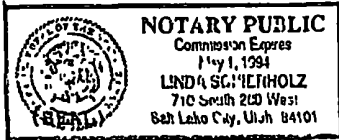
ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 30 day of May 1990, personally
appeared before me, a Notary Public, Elmer N. Jensen

who acknowledged to me that he executed the foregoing instrument.

Witness my hand and official seal.



Linda S. Meinholz
Notary Public

Residing at: Salt Lake

My Commission Expires:

May 1, 1994

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss.

On the _____ day of _____ 19____, personally
appeared before me, a Notary Public, _____

who acknowledged to me that _____ executed the foregoing instrument.

Witness my hand and official seal.

Notary Public

(SEAL)

Residing at: _____

My Commission Expires:

4558177048

Exhibit "B"

153U-2-165

1. Grantee Shall double-ditch the trench across Grantor's property by first removing the topsoil to be replaced back on top of the trench after construction.
2. Grantee agrees to restore the existing gravel road along the easterly property line of Grantor where disturbed by the construction of its pipeline.