

WASHINGTON AFFILIATED INTEREST FILING

ATTACHMENT C

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

Parcel 58-033-0124

Recorded at the request of
Kern River Gas Transmission Company

When Recorded Mail to:
Kern River Gas Transmission Company
Attn: Land Department
2755 E Cottonwood Pkwy, Suite 300
Salt Lake City, UT 84121

**Kern River Gas Transmission Company
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

State of UTAH

County of UTAH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **Rocky Mountain Power, an unincorporated division of PacifiCorp, successor in interest to Utah Power and Light**, whose address is 1407 W. North Temple, Suite 110, Salt Lake City, UT 84116, 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**, 2755 E Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121, 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 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 conduits, cables, splicing boxes, markers 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 more specifically described as:

That certain parcel of land situated in Northeast corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah more particularly described in a Warranty Deed recorded in Deed Book 2833 Page 219; in the Register of Deeds of Utah County, Utah, less and except any conveyances heretofore made.

See attached Exhibits "A" and "B".

To the extent that any discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the actual location of the pipeline shall govern, with the right-of-way and easement running parallel to and extending twenty five (25) feet on each side of the actual location of the centerline of the pipeline as it exists on Grantor's 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 and future 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 easement 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 facilities 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 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 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, reseeded and installation of erosion control measures.

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 of within said right-of-way without Grantee's prior written consent.

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.

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 exclusive right-of-way and easement. 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 cannot be or has not been waived.

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

WITNESS THE EXECUTION HEREOF THE _____ DAY OF _____, 20____.

By

GRANTOR(S):

Witness to Signature(s)

NAME

NAME

KERN RIVER GAS TRANSMISSION COMPANY

Robert Checketts
Vice President, Operations and Engineering

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On the _____ day of _____, 20____, _____ personally appeared before me _____, and being by me duly sworn, did say that he/she is the _____, of _____ and acknowledged to me that he/she executed the same.

My commission expires:

Notary Public in and for the
State of _____

ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF SALT LAKE)

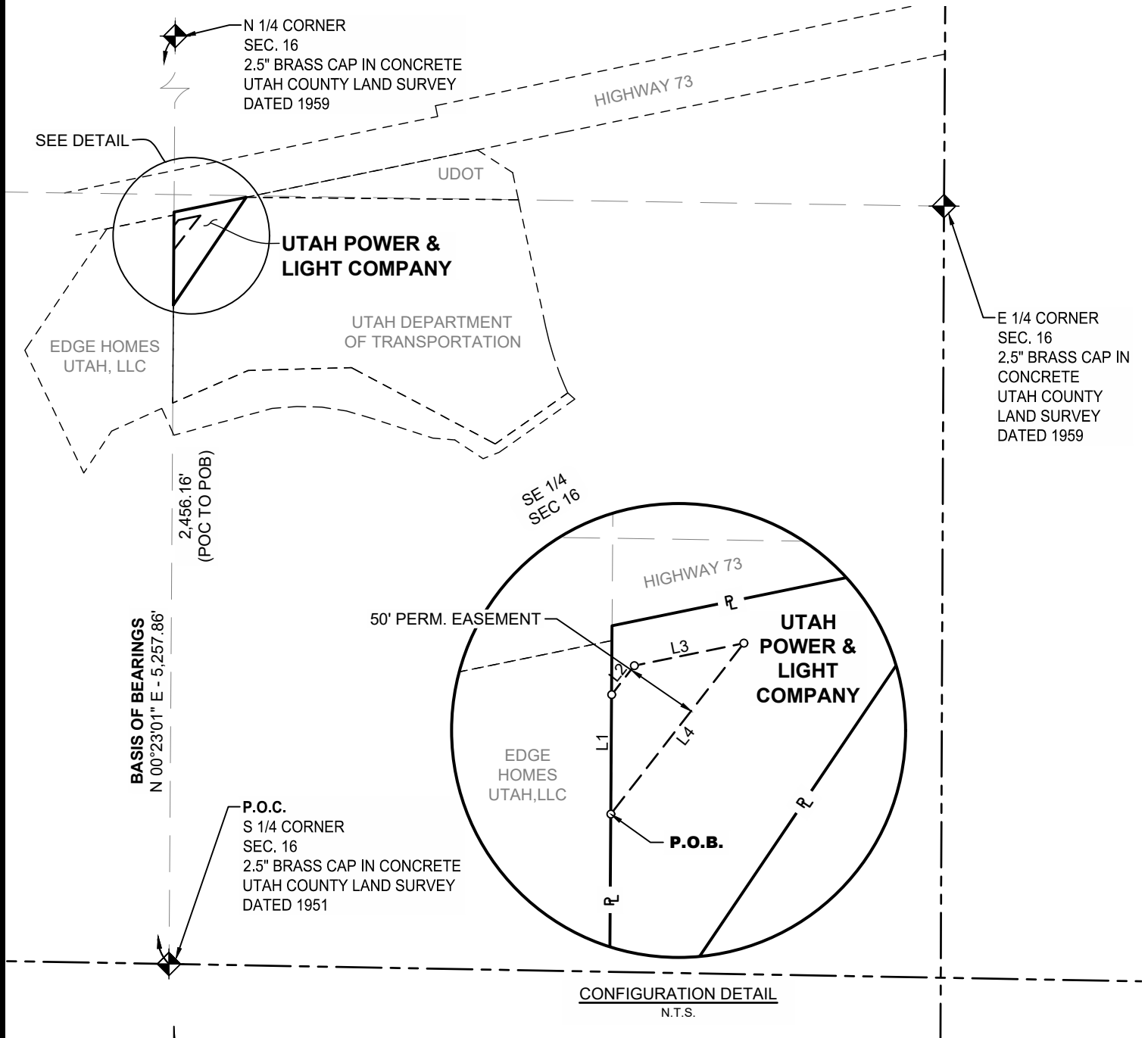
On the _____ day of _____, 20____, Robert Checketts personally appeared before me _____, and being by me duly sworn, and that the above Facility Easement was signed on behalf of Kern River Gas Transmission Company, and acknowledged to me that he executed the same.

My commission expires:

Notary Public in and for the
State of _____

EXHIBIT "A"

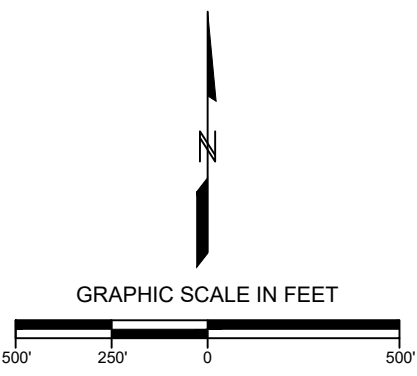
IN A PART OF THE SE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L. B&M,
UTAH COUNTY, UTAH



BASIS OF BEARINGS
N 00°23'01" E - 5,257.86'

2,456.16'
(POC TO POB)

CONFIGURATION DETAIL
N.T.S.




LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 00°23'01" E	82.12'
L2	N 37°53'36" E	25.31'
L3	N 78°25'02" E	76.95'
L4	S 37°53'36" W	148.94'

LEGEND

- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT
- POINT OF INTERSECTION
- ◆ SECTION CORNER
- SECTION LINE
- - - - - EASEMENT LIMITS
- - - - - ADJOINER LINE
- R — PROPERTY LINE


THE TOTAL AREA OF THE EASEMENT SHOWN HEREON THIS UTAH POWER & LIGHT COMPANY PROPERTY IS 4,356 SQUARE FEET (±0.10 ACRES).

- NOTES:
- THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED USING A 30-YEAR TITLE COMMITMENT PROVIDED BY THE CLIENT, AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD.
 - THIS EXHIBIT IS NOT A BOUNDARY SURVEY, OR AN IMPROVEMENT SURVEY PLAT.
 - SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.
 - THE DISTANCES SHOWN HEREON ARE UTAH STATE PLANE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.99971717.



EASEMENT EXHIBIT
UTAH POWER & LIGHT COMPANY

IN A PART OF THE SE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L. B&M,
UTAH COUNTY, UTAH

SCALE: 1"= 500'	DRAWN BY: ZM 03/01/2021	CHECKED BY: TC 03/01/2021	REV: 0
	ENCOMPASS ENERGY SERVICES 10901 W. 120TH AVENUE SUITE 400 BROOMFIELD, CO 80021	DWG. NO. 62556-PH911-UTAHP&L SE4-S16-T5S-R1W_REV0	SHEET 1 OF 2

PARCEL DESCRIPTION

AN AREA OF LAND FOR AN EASEMENT ON A PARCEL OF LAND OWNED BY UTAH POWER & LIGHT COMPANY AND IS LOCATED IN A PART OF THE SE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, OF THE S.L. B&M, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT DESCRIPTION:

COMMENCING AT THE S 1/4 CORNER OF SAID SECTION 16 (AS MONUMENTED BY A FOUND 2.5" BRASS CAP IN CONCRETE UTAH COUNTY LAND SURVEY DATED 1951), FROM WHICH THE N 1/4 CORNER OF SAID SECTION 16 (AS MONUMENTED BY A FOUND 2.5" BRASS CAP IN CONCRETE UTAH LAND SURVEY DATED 1959) BEARS N 00°23'01" E, A DISTANCE OF 5,257.86 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE N 00°23'01" E, A DISTANCE OF 2,456.16 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE PERIMETER OF SAID EASEMENT, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG SAID WESTERLY LINE, N 00°23'01" E, A DISTANCE OF 82.12 FEET;
- 2) DEPARTING SAID WESTERLY LINE, N 37°53'36" E, A DISTANCE OF 25.31 FEET;
- 3) N 78°25'02" E, A DISTANCE OF 76.95 FEET;
- 4) S 37°53'36" W, A DISTANCE OF 148.94 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 4,356 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.



SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, A UTAH PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THIS LEGAL DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED UNDER MY SUPERVISION, THAT THIS LEGAL DESCRIPTION AND EXHIBIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THE FIELD SURVEY ON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN UTAH AND THAT THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY OR SUBDIVISION PLAT.



THOMAS G. CARLSON, UT PLS #10183217
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

- NOTES:
- 1. THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED USING A 30-YEAR TITLE COMMITMENT PROVIDED BY THE CLIENT, AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD.
 - 2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY, OR AN IMPROVEMENT SURVEY PLAT.
 - 3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.
 - 4. THE DISTANCES SHOWN HEREON ARE UTAH STATE PLANE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.99971717.

 <p>Kern River GAS TRANSMISSION COMPANY <small>A BERKSHIRE HATHAWAY ENERGY COMPANY</small></p>			
<p>EASEMENT EXHIBIT</p> <p>UTAH POWER & LIGHT COMPANY</p> <p>IN A PART OF THE SE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L. B&M, UTAH COUNTY, UTAH</p>			
SCALE: NA	DRAWN BY: ZM	03/01/2021	CHECKED BY: TC
			03/01/2021
			REV: 0
 <p>ENCOMPASS ENERGY SERVICES 10901 W. 120TH AVENUE SUITE 400 BROOMFIELD, CO 80021</p>		<p>DWG. NO.</p> <p>62556-PH911-UTAHP&L SE4-S16-T5S-R1W (REV0)</p>	<p>SHEET</p> <p>2 OF 2</p>