

**WASHINGTON AFFILIATED INTEREST FILING**

**ATTACHMENT A**

**EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

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  
NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

State of UTAH

County of MILLARD

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, a non-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 Section 17, Township 18 South, Range 5 West, Salt Lake Base and Meridian, Millard County, Utah more particularly described in a Quitclaim Deed recorded in Deed Book 218 Page 17; in the Register of Deeds of Millard County, Utah, less and except any conveyances heretofore made.

See attached Exhibit "A".

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 one side and 50 feet on the other 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 remove facilities constructed thereon and upon such abandonment action. Grantee will 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 have a non-exclusive right to install, operate, inspect repair, replace, and maintain the Pipeline. Grantee, its successors and assigns, will not use or permit to be used on Easement Area construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the Easement Area. Grantee will not excavate within 50 feet of Grantor's transmission structures without the express written prior approval of Grantor. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind that exceeds twelve (12) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Area shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards.

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, reseeding 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.

Grantee understands that Grantor may, in the future, construct additional facilities or maintain existing facilities, and that to do so, equipment with weights in excess of 20,000 pounds per axle (including wire pullers which could weigh approximately 100,000 pounds) may travel over, across or be parked upon the pipeline during such construction or maintenance. Grantee agrees to bury the pipeline to a sufficient depth such that equipment working on the surface over Grantee's pipeline shall not interfere with or damage Grantee's Facilities. The pipeline shall be buried during initial construction no less than sixty (60) inches below the existing surface grade. A two (2) foot minimum separation distance required at existing underground cable crossings.

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 non-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 \_\_\_\_\_



**EASEMENT EXHIBIT**

**UTAH POWER & LIGHT COMPANY**

IN A PART OF THE SE 1/4 OF SECTION 17,  
TOWNSHIP 18 SOUTH, RANGE 5 WEST, S.L. B&M, MILLARD COUNTY, UTAH

**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 17, TOWNSHIP 18 SOUTH, RANGE 5 WEST OF THE S.L. B&M, COUNTY OF MILLARD, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**EASEMENT DESCRIPTION:**

**COMMENCING** AT THE SE CORNER OF SAID SECTION 17 (AS MONUMENTED BY A FOUND #6 BAR WITH 3-1/4" ALUMINUM CAP "PLS 1623"), FROM WHICH THE SW CORNER OF SAID SECTION 17 (AS MONUMENTED BY A FOUND #6 BAR WITH 3-1/4" ALUMINUM CAP "PLS 1623") BEARS N 88°18'34" W, A DISTANCE OF 5,330.75 FEET, FORMING THE **BASIS OF BEARINGS** USED IN THIS DESCRIPTION;

**THENCE**, N 78°24'25" W, A DISTANCE OF 582.56 FEET TO A POINT ON THE EASTERLY 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) DEPARTING SAID EASTERLY LINE, N 90°00'00" W, A DISTANCE OF 113.97 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND;
- 2) ALONG SAID WESTERLY LINE, N 28°39'54" W, A DISTANCE OF 85.48 FEET;
- 3) DEPARTING SAID WESTERLY LINE, N 90°00'00" E, A DISTANCE OF 113.97 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL OF LAND;
- 4) ALONG SAID EASTERLY LINE, S 28°39'54" E, A DISTANCE OF 85.48 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 8,548 SQUARE FEET OR 0.20 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.

**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 0.99973364.

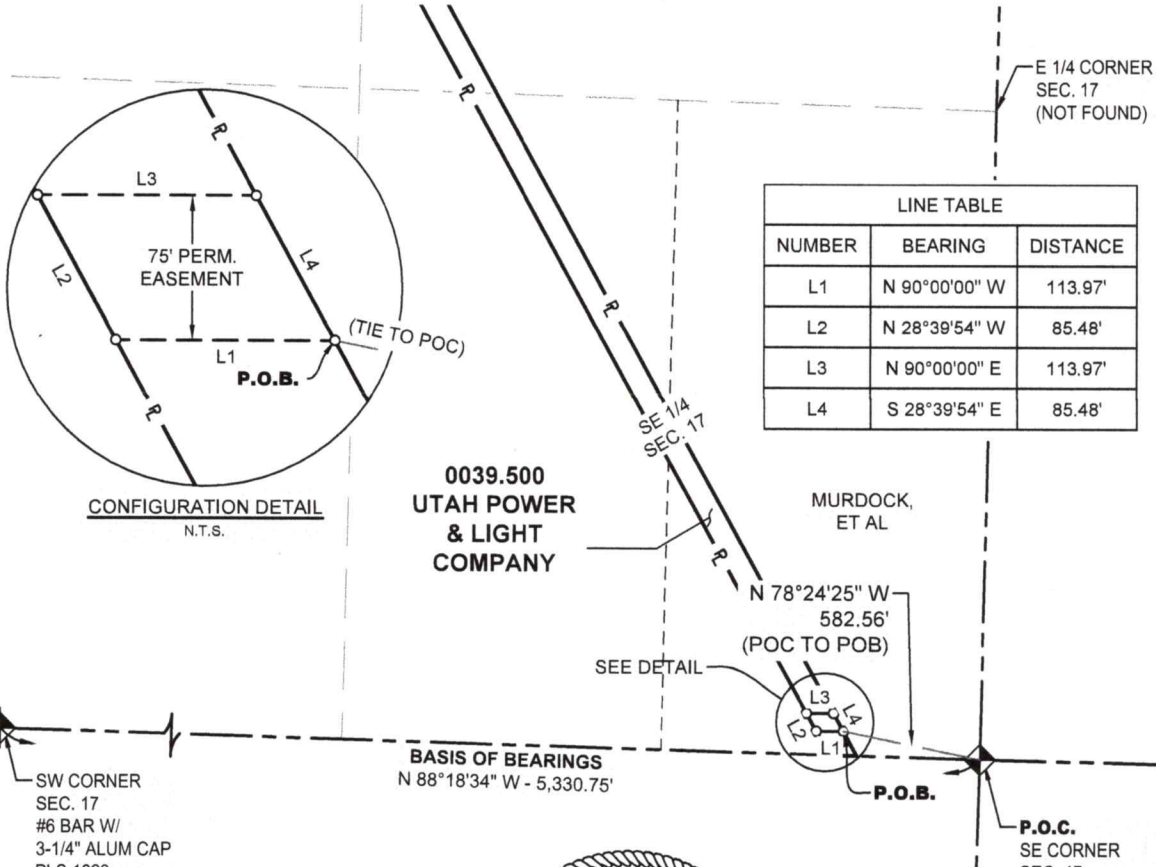
THOMAS G. CARLSON,  
UT PLS #10183217  
FOR AND ON BEHALF OF  
ENCOMPASS ENERGY SERVICES, LLC



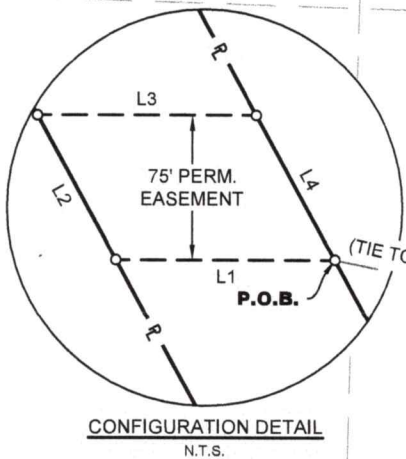
SCALE: NA	DRAWN BY: MSF	3/21/2022	CHECKED BY: TC	3/21/2022	REV: 1
ENCOMPASS ENERGY SERVICES 10901 W. 120TH AVENUE SUITE 400 BROOMFIELD, CO 80021		DWG NO. 62336 - 0039.500 UPAL_S17-T8S-R5W_REV1		SHEET 1 OF 2	

# EXHIBIT "A"

IN A PART THE SE 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 5 WEST, S.L. B&M,  
MILLARD COUNTY, UTAH



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 90°00'00" W	113.97'
L2	N 28°39'54" W	85.48'
L3	N 90°00'00" E	113.97'
L4	S 28°39'54" E	85.48'



SW CORNER  
SEC. 17  
#6 BAR W/  
3-1/4" ALUM CAP  
PLS 1623

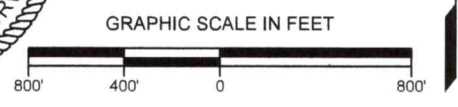
BASIS OF BEARINGS  
N 88°18'34" W - 5,330.75'

P.O.C.  
SE CORNER  
SEC. 17  
#6 BAR W/  
3-1/4" ALUM CAP  
PLS 1623



## LEGEND

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



THE TOTAL AREA OF THE EASEMENT SHOWN  
HEREON THIS UTAH POWER & LIGHT COMPANY  
PROPERTY IS 8,548 SQUARE FEET (±0.20 ACRES).

- NOTES:
1. 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.
  2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A BOUNDARY SURVEY, OR AN IMPROVEMENT SURVEY PLAT.
  3. SEE ATTACHED LEGAL DESCRIPTION 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 0.99973364.

**EASEMENT EXHIBIT**  
**UTAH POWER & LIGHT COMPANY**

IN A PART THE SE 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 5 WEST, S.L. B&M,  
MILLARD COUNTY, UTAH

SCALE: 1"= 800'	DRAWN BY: MSF 3/21/2022	CHECKED BY: TC 3/21/2022	REV: 1
ENCOMPASS ENERGY SERVICES 10901 W. 120TH AVENUE SUITE 400 BROOMFIELD, CO 80021		DWG NO. 62336 - 0039.500 UPAL_S17-T8S-R5W_REV1	SHEET 2 OF 2