

013-060-05  
APN#: 013-060-05

LINCOLN COUNTY, NV      **2020-158359**  
\$37.00      Rec:\$37.00      05/20/2020 11:48 AM  
MESQUITE TITLE COMPANY      Pgs=9 AK  
OFFICIAL RECORD  
AMY ELMER, RECORDER

**RECORDING REQUESTED  
BY AND WHEN  
RECORDED, MAIL TO:**

**TRANSWEST EXPRESS LLC  
ATTN: Land Department  
555 Seventeenth Street  
Suite 2400  
Denver, Colorado 80202**

**TRANSWEST EXPRESS TRANSMISSION LINE**

**ACCESS ROAD**

18836

**GRANT OF EASEMENT AND EASEMENT AGREEMENT**

This Access Road Grant of Easement and Easement Agreement ("Agreement") is made as of the 11<sup>th</sup> day of May, 2020, by and between **Recology Crestline Inc., a Nevada corporation** (GRANTOR), whether one or more, whose address is 50 California St. 24<sup>th</sup> Floor, San Francisco, California 94111-1968, and **TRANSWEST EXPRESS LLC** (TRANSWEST), whose address is 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202, represented by the officer executing this Agreement. GRANTOR and TRANSWEST covenant and agree as follows:

1. GRANT OF EASEMENT. GRANTOR, for and in consideration of the sum of one dollar (\$1.00), the provisions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to TRANSWEST, and its successors, assigns, licensees, and lessees, a perpetual, non-exclusive easement and right-of-way for access road purposes (the "Easement") in, upon, over, and under the land described in **Exhibit A** (the "Property"), which is attached to and made a part of this Agreement. The Easement includes the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s) on the Property together with cuts and fills as needed, to access TRANSWEST facilities located on or in the vicinity of the Property.
2. DAMAGE. TRANSWEST shall exercise due care and diligence in exercising the rights and privileges granted by this Agreement, conduct all operations under this Agreement in a workmanlike manner, and shall comply with all environmental laws. It is understood and agreed that the consideration received by GRANTOR includes adequate compensation for all damages for the construction and operation and maintenance of Easement roads. Notwithstanding, TRANSWEST shall take all reasonable precautions to avoid damage, and agrees to repair or reasonably compensate GRANTOR for damage that occurs to agricultural crops and livestock, fences, irrigation systems, drainage systems, or other improvements, within the Property that

occurs as a result of the exercise of the rights granted herein, including damages to crops that occurs in successive years.

3. RESERVED RIGHTS. The rights granted by this Agreement shall be subject to other easements and preexisting rights of record. GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in on, and under the Easement, provided that GRANTOR shall not be permitted to, and shall not grant permission to any party to, drill or excavate for minerals on or from the surface of the Easement, but GRANTOR may extract oil, gas or any other minerals from and under the Easement by directional drilling or other means which do not interfere with or disturb TRANSWEST's use of the Easement. GRANTOR also expressly reserves all water rights appurtenant to the Property.

4. RELOCATION. TRANSWEST shall agree, at its cost, to the relocation of the Easement, provided that GRANTOR furnishes such alternate locations for roads within the Property deemed satisfactory to TRANSWEST.

5. GRANTOR'S TITLE. GRANTOR represents and warrants ownership of the Property in fee simple absolute, and has the power to execute this conveyance, and that the Property is free and clear of encumbrances and liens, except those of record as of the date of this Easement.

6. LIENS. TRANSWEST may, at its option, remove any outstanding liens and encumbrances not expressly provided for herein and discharge them, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this Agreement, nor an assumption of any lien or encumbrance by TRANSWEST. GRANTOR hereby consents to TRANSWEST contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Property in order to secure a subordination and/or non-disturbance agreement for the benefit of TRANSWEST, AND GRANTOR agrees to fully cooperate with TRANSWEST in order to secure any such agreements at no cost to GRANTOR.

7. INDEMNIFICATION. TRANSWEST shall indemnify and hold harmless GRANTOR from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees for injury to persons or damage to property, including but not limited to GRANTOR's lessee, caused by TRANSWEST, or TRANSWEST's agents and representatives, in the exercise of TRANSWEST's rights under this Agreement, except to the extent resulting from GRANTOR's breach of the terms of this Agreement or from GRANTOR's gross negligence or intentional misconduct.

8. ABANDONMENT. In the event TRANSWEST permanently abandons any or all rights to the Easement, such abandonment shall be effected by TRANSWEST executing and recording a quitclaim deed in favor of GRANTOR, or GRANTOR's successors, and the Easement, or any portions so abandoned, shall terminate. Unless otherwise agreed to by TRANSWEST and GRANTOR, TRANSWEST shall, upon abandonment and to the extent reasonably practicable, reclaim the Easement to the condition it was in before TRANSWEST's use. If the separate easement for

TRANSWEST facilities located on or in the vicinity of the Property to which this Easement provides access is terminated, the Easement granted in this Agreement shall also automatically terminate.

9. ASSIGNMENT AND TRANSFER. TRANSWEST shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the Easement. Under no circumstances shall any mortgagee have any greater rights of ownership or use of the Easement than the rights granted to TRANSWEST in this Agreement. TRANSWEST shall also have the right to sell, assign, mortgage, convey, contribute, lease or otherwise transfer all or any of its rights under this Agreement at any time and from time to time. In the event of any such sale, assignment, conveyance, contribution, lease, or other transfer by TRANSWEST, in whole or in part, TRANSWEST shall be released from its obligations under this Agreement to the extent of such sale, assignment, conveyance, contribution, lease, or other transfer, provided that the purchaser, successor, assignee, lessee, grantee, or transferee assumes the obligations of TRANSWEST under this Agreement.

10. DISPUTES. GRANTOR and TRANSWEST agree to attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If GRANTOR and TRANSWEST are unable to amicably resolve any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. This Agreement shall be governed by the laws of Nevada.

11. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall run with the Property, shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of GRANTOR, and the successors, assigns, licensees, and lessees of TRANSWEST.

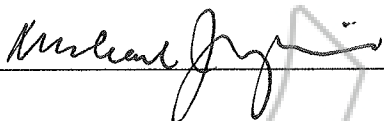
12. COUNTERPARTS. This Agreement may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.


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

**GRANTOR**

**TRANSWEST EXPRESS LLC**

**Recology Crestline Inc., a  
Nevada corporation**

By: 

By: 

Printed Name: Michael J. Sangiacomo

Printed Name: Roxane J. Perruso

Title: President & CEO

Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF )  
 ) ss:  
COUNTY OF )

This instrument was acknowledged before me on See Affidavit 2020, by  
as Carb for Arlene for **Recology**  
Crestline Inc., a Nevada corporation.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) ss:  
COUNTY OF DENVER )

This instrument was acknowledged before me on May 15th 2020, by  
Roxane J. Perruso as Sr. Vice President for TransWest  
Express LLC.

WITNESS my hand and official seal.

(Seal)

GLENDAREVA MULQUEEN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194009949  
MY COMMISSION EXPIRES MARCH 12, 2023

Carla Ann  
Notary Public

My commission expires: 3/12/2023

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On May 11, 2020 before me, Gary Hirsch, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Michael J. Sangiacomo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

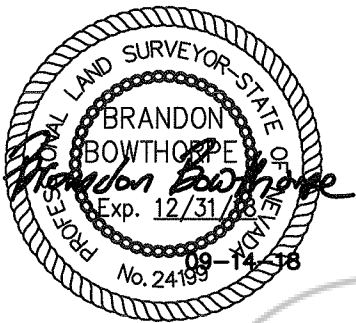
PARCEL I.D. : 01306005

EXHIBIT "A"

### SURVEYOR'S CERTIFICATE

I, BRANDON BOWTHORPE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF TRANSWEST EXPRESS, LLC.
2. THE LANDS SURVEYED LIE WITHIN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 70 EAST, MOUNT DIABLO MERIDIAN AND THE SURVEY WAS COMPLETED ON JUNE 5TH, 2018.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



Surveyor's Name: BRANDON BOWTHORPE  
 Firm Name: UELS, LLC Phone: 435-789-1017  
 Firm Address: 85 S. 200 E. VERNAL, UTAH 84078  
 Nevada License Number: 24199 Expires: 12/31/18

**SHEET 1 OF 4**

#### TRANSWEST EXPRESS LLC

ACCESS ROAD  
 EASEMENT ON  
 RECOLOGY CRESTLINE INC LANDS  
 SECTION 36, T3S, R70E, M.D.M.  
 LINCOLN COUNTY, NEVADA

SURVEYED BY	J.F.	06-05-18	SCALE
DRAWN BY	M.H.	09-14-18	N/A
FILE:	64659-A1		

#### ACCESS ROAD EASEMENT



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

PARCEL I.D. : 01306005

EXHIBIT "A"

**ACCESS ROAD EASEMENT "A" DESCRIPTION**

A STRIP OF LAND 30 FEET WIDE LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LOCATED IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 70 EAST, MOUNT DIABLO MERIDIAN, LINCOLN COUNTY, NEVADA, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AND RECORDED IN DOCUMENT No. 0135361, OF SAID SECTION 36, IN DEED TO RECOLOGY CRESTLINE INC, OFFICIAL RECORDS, LINCOLN COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 36 WHENCE THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS S03°08'27"E 2648.12 FEET:

THENCE S03°08'27"E 440.65 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, TO THE **POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF AN EXISTING ROAD THE FOLLOWING COURSES: N76°36'43"W 56.24 FEET;

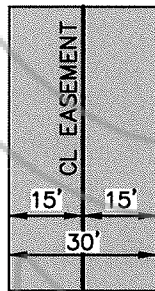
THENCE N69°38'54"W 102.60 FEET TO A POINT ALONG THE SOUTHERLY LINE OF THE TRANSMISSION LINE EASEMENT IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, WHICH BEARS S17°57'04"W 411.30 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 36, SAID POINT BEING THE **POINT OF TERMINATION**.

THE SIDE LINES OF SAID DESCRIBED EASEMENT BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES AND THE EDGE OF THE TRANSMISSION LINE EASEMENT.

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983 BASED ON GPS OBSERVATION OF THE MONUMENTS SHOWN HEREON.

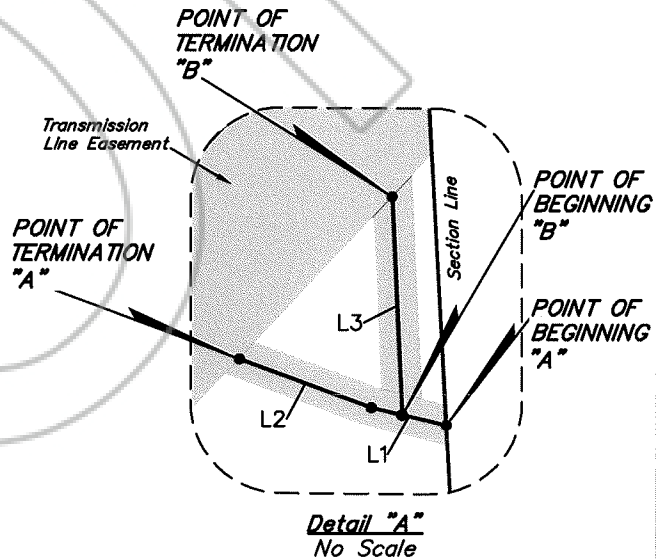
CONTAINS 0.109 ACRES MORE OR LESS.

POINT OF TERMINATION "A" BEARS S17°57'04"W 411.30 FEET FROM THE EAST QUARTER CORNER OF SECTION 36, T3S, R70E, M.D.M.



**TYPICAL EASEMENT DETAIL**  
NO SCALE

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N76°36'43"W	56.24'
L2	N69°38'54"W	102.60'



**Detail "A"**  
No Scale

**SHEET 2 OF 4**

**TRANSWEST EXPRESS LLC**

**ACCESS ROAD EASEMENT ON  
RECOLOGY CRESTLINE INC LANDS  
SECTION 36, T3S, R70E, M.D.M.  
LINCOLN COUNTY, NEVADA**



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

SURVEYED BY	J.F.	06-05-18	SCALE
DRAWN BY	M.H.	09-14-18	N/A
FILE:	64659-A2		

**ACCESS ROAD EASEMENT**

PARCEL I.D. : 01306005

EXHIBIT "A"

### ACCESS ROAD EASEMENT "B" DESCRIPTION

A STRIP OF LAND 30 FEET WIDE LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LOCATED IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 70 EAST, MOUNT DIABLO MERIDIAN, LINCOLN COUNTY, NEVADA, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AND RECORDED IN DOCUMENT No. 0135361, OF SAID SECTION 36, IN DEED TO RECOLOGY CRESTLINE INC, OFFICIAL RECORDS, LINCOLN COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 36 WHENCE THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS S03°08'27"E 2648.12 FEET:

THENCE S01°04'30"W 432.38 FEET TO A POINT ALONG THE CENTERLINE OF ACCESS ROAD EASEMENT "A" IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, TO THE **POINT OF BEGINNING**;

THENCE N02°39'33"W 160.43 FEET TO A POINT ALONG THE SOUTHERLY LINE OF THE TRANSMISSION LINE EASEMENT IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36, WHICH BEARS S03°16'21"W 272.49 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 36, SAID POINT BEING THE **POINT OF TERMINATION**.

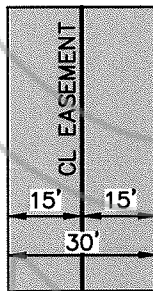
THE SIDE LINES OF SAID DESCRIBED EASEMENT BEING SHORTENED OR ELONGATED TO MEET THE CENTERLINE OF ACCESS ROAD EASEMENT "A" AND THE EDGE OF THE TRANSMISSION LINE EASEMENT.

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983 BASED ON GPS OBSERVATION OF THE MONUMENTS SHOWN HEREON.

CONTAINS 0.110 ACRES MORE OR LESS.

POINT OF BEGINNING "B"  
BEARS S01°04'30"W 432.38  
FEET FROM THE EAST  
QUARTER CORNER OF  
SECTION 36, T3S, R70E,  
M.D.M.

POINT OF TERMINATION "B"  
BEARS S03°16'21"W 272.49  
FEET FROM THE EAST  
QUARTER CORNER OF  
SECTION 36, T3S, R70E,  
M.D.M.



LINE TABLE		
LINE	DIRECTION	LENGTH
L3	N02°39'33"W	160.43'

**TYPICAL  
EASEMENT  
DETAIL**  
NO SCALE

**SHEET 3 OF 4**

### TRANSWEST EXPRESS LLC

ACCESS ROAD EASEMENT ON  
RECOLOGY CRESTLINE INC LANDS  
SECTION 36, T3S, R70E, M.D.M.  
LINCOLN COUNTY, NEVADA

SURVEYED BY	J.F.	06-05-18	SCALE
DRAWN BY	M.H.	09-14-18	N/A
FILE:	64659-A3		

**ACCESS ROAD EASEMENT**

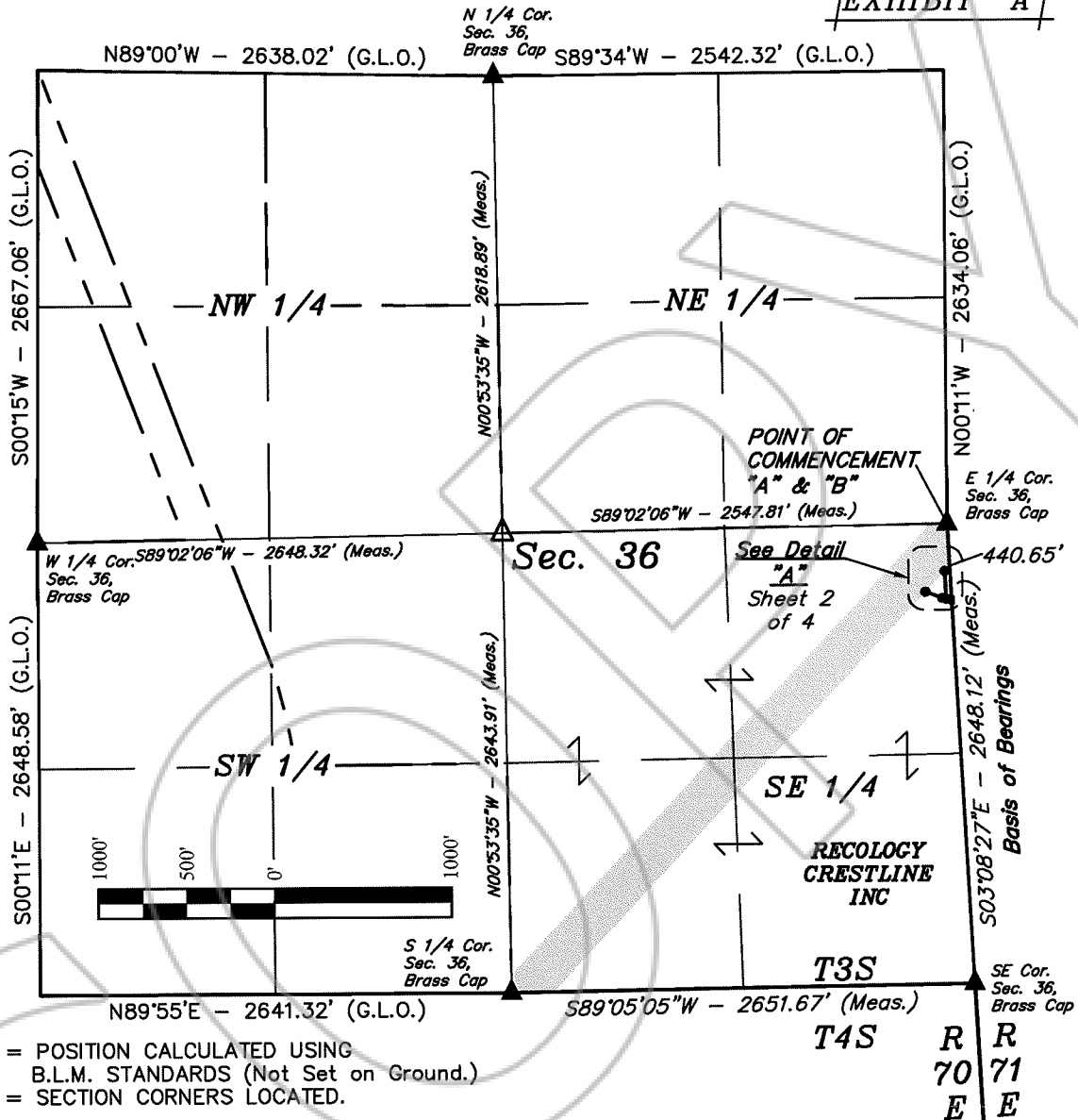


**UELS, LLC**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017



PARCEL I.D. : 01306005

**EXHIBIT "A"**



**ACREAGE/LENGTH TABLE**

	PROPERTY OWNER	FEET	ACRES	RODS
ACCESS ROAD "A"	RECOLOGY CRESTLINE INC	158.84	0.109	9.63
ACCESS ROAD "B"	RECOLOGY CRESTLINE INC	160.43	0.110	9.72
TOTAL		319.27	0.219	19.35

**SHEET 4 OF 4**

**NOTES:**

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



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



**TRANSWEST EXPRESS LLC**

**ACCESS ROAD EASEMENT ON  
 RECOLOGY CRESTLINE INC LANDS  
 SECTION 36, T3S, R70E, M.D.M.  
 LINCOLN COUNTY, NEVADA**

SURVEYED BY	J.F.	06-05-18	SCALE
DRAWN BY	M.H.	09-14-18	1" = 1000'
FILE:	64659-A4		

**ACCESS ROAD EASEMENT**