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6/19/2018 2:30:00 PM \$32.00  
Book - 10685 Pg - 5576-5587  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 12 P.

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

SLR-Lot14A.cp;

FATCO NCS-869073-A-av

Space above for County Recorder's use  
PARCEL I.D.# 0735476006

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, paid to SUBURBAN LAND RESERVE, INC., a Utah corporation ("Grantor"), by QUESTAR GAS COMPANY, a Utah corporation, dba Dominion Energy Utah ("Grantee"), Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee a non-exclusive right-of-way and easement thirty feet (30.00') in width over, across, under and through the following land situated in Salt Lake County, State of Utah (the "Land") within Section 35, Township 1 North, Range 2 West, SLBM.

EASEMENT DESCRIPTION. This right-of-way and easement grant (this "Easement Agreement") shall permit Grantee to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes, and other gas transmission and distribution facilities, including but not limited to those described below (collectively, the "Facilities"), through and across the Land. The "Easement Area" is described below.

**See Exhibit A**

EASEMENT SCOPE. Grantee shall be entitled to have and to hold the easement granted by this Easement Agreement (the "Easement") until terminated as set forth in this Easement Agreement, with the right of ingress to, egress from, and access on and along the right-of-way to construct, maintain, operate, repair, inspect, protect, remove, and replace the Facilities. Grantee and its contractors, subcontractors, agents, servants, and employees ("Grantee's Agents") will enter upon the Easement Area at their sole risk and hazard. Grantee, Grantee's Agents, and Grantee's successors and assigns hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's

Agents. Notwithstanding anything in this Easement Agreement to the contrary, Grantee shall construct, install, reconstruct and/or replace the Facilities at a minimum depth of four feet (4').

The Easement shall also carry with it the right to use existing roads for the purpose of conducting the foregoing activities. Grantee agrees, at its sole cost and expense to promptly and in a good and husbandlike manner repair any damage caused by Grantee resulting from such ingress, egress, or maintenance activities. Grantee agrees to notify Grantor prior to any of the initial construction near or affecting Grantor's irrigation lines such that a representative of Grantor can be present when the construction takes place.

Grantee may also temporarily use such portion of the Land along and adjacent to the right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of the Facilities upon the condition that the Grantee previously notifies Grantor. Grantee agrees, at its sole cost and expense, to promptly and in a good and husbandlike manner restore any areas so used to the condition existing prior to such entry and use.

Prior to construction of the Facilities, Grantee hereby agrees to provide Grantor the Facilities' plans and specifications (including, without limitation, the depth and location of the Facilities). Grantor shall have the right to review and consent to such plans and specifications; provided, however, such consent shall not (i) be unreasonably withheld and/or (ii) contradict industry or safety standards. Grantor's review of said plans and specifications is for design review purposes only. Nothing herein alters Grantor's obligation to comply with the Damage to Underground Utilities Act, Utah Code Ann. §§54-82-1 *et seq.*, during any future construction or activities near the Facilities.

Grantee shall not permit or allow Grantee's Agents or Grantee's successors or assigns to fish or hunt on the Land. Grantee, Grantee's Agents, and Grantee's successors or assigns are not permitted to consume, have in their possession, or be under the influence of alcohol or illegal drugs while on the Land.

Grantee shall also notify Grantor prior to entering the Easement Area for purposes of initial construction and any activities which require trenching following construction. Grantee may enter the Easement Area without prior notice if an emergency requires such entry, or when engaging in activities permitted hereunder but not requiring trenching.

**GRANTOR'S USE OF EASEMENT AREA.** Grantor reserves the right to use the Easement Area for any purpose whatsoever, except for the purposes for which this Easement is granted to Grantee, provided Grantor's use does not unreasonably interfere with the Facilities or any other rights granted to Grantee under this Easement Agreement. Without limiting the foregoing, Grantor reserves the right to require the relocation of the Facilities at any time (or from time to time) at Grantor's cost and expense. If the Facilities are relocated as provided for in the previous sentence, then this Easement Agreement shall be amended in order to terminate the Easement Area in its previous location and to grant the Easement Area in the new location.

In addition, without limiting the generality of the foregoing, Grantor reserves the right: (i) for pedestrian and vehicular ingress and egress through the Easement Area, provided if the per-axle loading on any vehicle exceeds 32,000 pounds, Grantor shall coordinate with Grantee to ensure adequate safety precautions are taken for safe crossing of the Facilities at Grantor's expense; (ii) for the placement and maintenance of landscaping, trees, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways on the Easement Area; and (iii) to grant other non-exclusive easements, licenses and rights within or on the Easement Area to other parties, provided such additional uses do not unreasonably interfere with Grantee's use of the Easement Area. Grantor shall not build or construct nor in any way permit to be built or constructed any building or other improvement, including but not limited to signs, and light standards, except for irrigation pipelines over or across the Easement Area, nor change its contour without the prior written consent of Grantee, which consent shall not be unreasonably withheld. In all events, Grantor shall not plant nor in any way permit to be planted any species of plant with roots that grow deeper than two feet (2') in the Easement Area without prior written consent of Grantee. As part of normal farming of the Land, Grantor will not plow or dig the Land to a depth greater than two feet (2') over the Easement Area. In the event that Grantor shall have a need to install or repair any irrigation line or facility within the Easement Area at any time, Grantee shall have an authorized representative of Grantee present at the Land to locate the pipeline within forty-eight (48) hours of Grantor's telephonic request. Notwithstanding anything set forth herein, Grantor must comply with the Damage to Underground Utilities Act, Utah Code Ann. §§54-82-1 *et seq.*

**CONDITION OF THE EASEMENT AREA.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

**GRANTEE'S RESTORATION OF LAND.** For any work by Grantee, Grantee shall restore the landscaping and surface of the Land to the condition and quality that existed prior to commencement of Grantee's work. Grantee will remove the topsoil from the pipeline trench associated with the Facilities and will segregate said topsoil from the subsoil excavated from the trench. After the Facilities have been installed, the topsoil shall be replaced to its original position relative to the subsoil. Grantee agrees to restore the surface drainage contour on the Land to the contour that existed prior to installation of the Facilities.

**DAMAGE TO CROPS, FENCES OR IMPROVEMENTS.** For any work by Grantee, Grantee agrees to pay all damages that may arise to crops, fences, the Easement Area, the Land, or Grantor's improvements thereon caused by Grantee's or Grantee's Agents entry onto, presence upon, or work performed on the Easement Area or the Land. Should any unresolved dispute arise as to such damages, it shall, at the written request of either party, be arbitrated and determined by three arbitrators, to be chosen in the following manner: one (1) arbitrator to be appointed by Grantors and one by Grantee within twenty (20) days after such request, and the third arbitrator to be promptly appointed by the other two (2) arbitrators. The decision of any two

(2) of the arbitrators so appointed shall be final. Any such arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association.

**HAZARDOUS SUBSTANCES.** Except for (i) natural gas transported by the Facilities and (ii) motor fuels used by vehicles and construction equipment, Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Land. As used in this Easement Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Land. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Easement Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

**INDEMNITY.** Grantee shall indemnify, defend (by counsel reasonably acceptable to Grantor) and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to (i) any use of the Easement Area or Land by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) the failure of Grantee to maintain the Easement Area, the Land and/or the Facilities in a safe condition, (iv) any loss or theft whatsoever of any property or anything placed or stored by Grantee or its representatives on or about Easement Area or the Land, (v) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, the Land or adjacent areas, and (vi) any breach by Grantee of its obligations under this Easement Agreement; provided, however, that the foregoing indemnity

shall not apply to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the Indemnitees.

RELEASE. Grantee, on behalf of itself, its shareholders, partners, members, subsidiaries, affiliates, successors and assigns and anyone claiming by, through or under Grantee hereby fully and irrevocably releases the Indemnitees, from any and all claims that it may now have or hereafter acquire against any of the Indemnitees for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the Land, the Easement Area or this Easement Agreement, except to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the acts or omissions of the Indemnitees. The foregoing release is not a release of any express covenant of Grantor under this Easement Agreement.

MECHANICS' LIENS. Grantee shall not suffer or permit to be enforced against the Land, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors liens or any claim for damage arising from the work of any construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement, or any other work, performed by Grantee or its, contractors, subcontractors, agents, employees, and other representatives, but Grantee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Land. Grantee expressly agrees to indemnify, defend and hold harmless Grantor and the Land free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith.

ABANDONMENT. The rights herein granted shall continue until such time as Grantee ceases to use the Easement set forth in this Easement Agreement for a period of five (5) successive years, in which event, this Easement shall terminate and all rights hereunder, and any improvements remaining on the Land, shall revert to or otherwise become the property of Grantor. Upon abandonment of the Facilities by Grantee or termination as set forth above, whether by intentional act or by non-use, Grantee shall promptly take all actions necessary or desirable to cleanup, mitigate the effects of use, and render the Facilities and pipeline right-of-way environmentally safe and fit for abandonment in place, according to Department of Transportation specifications and other applicable federal and state laws and regulations. All such cleanup and mitigation shall be performed in compliance with all federal, state, and local laws and regulations. Grantee's responsibilities to indemnify the Indemnitees shall continue thereafter until fully paid and/or performed. At the end of any such five (5) year period, Grantee shall record a document evidencing such abandonment and the release of the Easement and right-of-way.

SUCCESSORS and ASSIGNS. This Easement Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee. This Easement Agreement may be assigned to an affiliate or successor of Grantee without the prior written approval of Grantor. In the event of any such assignment, Grantee shall remain fully liable to pay and perform all of the obligations of the Grantee contained herein. This Easement Agreement may only be assigned in whole or in part by Grantee to unrelated third parties upon obtaining Grantor's written approval, which approval will not be unreasonably

withheld by Grantor. Any assignment or transfer in violation of this paragraph shall be void and shall vest no right in the purported assignee or transferee.

ATTORNEYS FEES. If this Easement Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing party shall be paid by the losing party, including fees and costs incurred upon appeal or in bankruptcy court.

NO PUBLIC USE/DEDICATION. The Land is and shall at all times remain the private property of Grantor. The use of the Land is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Land beyond the express terms and conditions of this Easement Agreement.

MISCELLANEOUS. This Easement Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Easement Agreement shall be binding unless in writing and executed by the parties hereto. This Easement Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Easement Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this Easement Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The recitals set forth above are incorporated into this Easement Agreement by reference. If any provision of this Easement Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Easement Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. This Easement Agreement is the result of negotiations among the parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Easement Agreement, that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Easement Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

*[signatures and acknowledgements follow]*

WITNESS the execution hereof this 19<sup>th</sup> day of June, 2018.

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

QUESTAR GAS COMPANY,  
a Utah corporation

By: Colleen L. Bell  
Name: COLLEEN L. BELL  
Its: Vice President and General Manager,  
Western Distribution

WITNESS the execution hereof this 18 day of June, 2018.

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: *P. Steven Ramsey*  
Name: P. STEVEN RAMSEY  
Its: PRESIDENT

QUESTAR GAS COMPANY,  
a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this 18 day of June, 2018, personally appeared before me R. Steven Komney, personally known to me to be the President of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand.



Marilyn F. Nielson  
Notary Public for the State of Utah

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of QUESTAR GAS COMPANY, a Utah corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of Utah

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of SUBURBAN LAND RESERVE, INC., a Utah nonprofit corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

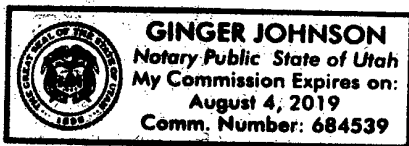
WITNESS my hand.

\_\_\_\_\_  
Notary Public for the State of Utah

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 19th day of June, 2018, by COLLEEN L. BELL, as Vice President and General Manager, Western Distribution of QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH, a Utah corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



Ginger Johnson  
Notary Public for the State of Utah

EXHIBIT A

(Description of Easement Area)

Land of the Grantor located in Lot 14A of Bonneville Center Plat E - 1<sup>st</sup> Amended, a Subdivision located in the Southeast Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian;

A 30.00 foot wide easement being the most easterly 30.00 feet Lot 14A of the Bonneville Center Plat E - 1<sup>st</sup> Amended as filed in the Salt Lake County Recorder's Office book 2013 page 234 Salt Lake County, Utah with the West boundary of said easement running 30 feet West and parallel to the Easterly property line of said lot 14A.

Contains 8,305.71 sq. ft. or 0.19 acres

SCALE= 1:100



**LEGAL DESCRIPTION**

A 30.00 FOOT WIDE EASEMENT BEING IN THE MOST EASTERLY PORTION LOT 14A OF THE BONNEVILLE CENTER PLAT E- 1ST AMENDED AS FILED IN THE SALT LAKE COUNTY RECORDERS OFFICE BOOK 2013P PAGE 234 SALT LAKE COUNTY, UTAH WITH THE WEST BOUNDARY OF SAID EASEMENT RUNNING 30 FEET WEST AND PARALLEL TO THE EASTERLY PROPERTY LINE OF SAID LOT 14A. CONTAINS 8,305.71 SQ FEET OR 0.19 ACRES

APOLLO RD

P/L

P/L

LITTLE GOGGIN DRAIN

P/L

P/L

GRANTOR:  
SUBURBAN LAND RESERVE INC  
PARCEL# 0735476006

FOUND PROPERTY CORNER

LOT 14A  
BONNEVILLE CENTER PLAT E  
1ST AMENDED

P/L

30' DOMINION ENERGY  
GAS LINE EASEMENT

5600 W STREET

FOUND PROPERTY CORNER

**DOMINION ENERGY**  
250 N APOLLO RD S.L.R.  
PARCEL # 0735476006  
EASEMENT EXHIBIT



**Dominion Energy®**

DRAWN BY: BRADLEY PARK P.L.S.

DATE: 03/02/2018

BK 10685 PG 5587