

## EASEMENT AGREEMENT

Easement No. 2271  
Fund: Schools

This Easement Agreement is dated Sept. 26<sup>th</sup>, 2019 (the "Effective Date") and is between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 ("SITLA") and Questar Gas Company doing business as Dominion Energy Utah ("Grantee").

### RECITALS

- A. SITLA is an independent state agency responsible for managing lands held in trust by the State of Utah for certain named beneficiaries ("trust lands"), pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code.
- B. Grantee has requested and SITLA has agreed to grant Grantee an easement across trust lands on the terms and conditions of this Easement Agreement.

### AGREEMENT

For \$10 and other good and valuable consideration paid by Grantee, SITLA and Grantee agree as follows:

- Grant of Easement/Purpose.** SITLA hereby grants Grantee an easement (the "Easement") over and across those trust lands described on Exhibit A and depicted on Exhibit B1 & B2 (the "Easement Lands").
- Purpose of Easement.** Grantee may use the Easement for the purposes of construction, operation, repair, maintenance, and protection of an 8" High Pressure Gas Line (the "Facilities"), and activities reasonably incident to that use (the "Permitted Uses"). Grantee may use the Easement for the Permitted Uses and for no other purposes.
- Term of Easement.** This Easement Agreement commences on the Effective Date and continues in perpetuity (the "Term"), unless otherwise terminated pursuant to this Easement Agreement.
- Third Party Rights.** The Easement Agreement is subject to valid existing rights, whether or not of record.
- Notice to Existing Users.** Grantee represents that it has notified those holders of state-issued interests in the area surrounding the Easement Lands listed in Exhibit C ("Existing Users") of Grantee's rights and plans for the Easement. Grantee may not unreasonably interfere with or cause damage to the Existing Users in the location and construction of the Facilities and use of the Easement.

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6. **No Cost to SITLA.** Grantee shall pay all costs and expenses arising out of or related to the construction, operation, and maintenance of the Facilities. Grantee shall perform all work connection with the Easement in a workmanlike manner.
7. **No Warranty of Title.** SITLA disclaims all warranties of title to the Easement Lands. Grantee assumes the risk of all title defects, and hereby releases SITLA from any claim for damages or refund caused by deficiency or failure of SITLA's title, or by interference by any third party.
8. **Easement Non-Exclusive; Access.** The Easement is non-exclusive, and SITLA reserves the right to issue other non-exclusive easements, leases, or permits on or across the Easement Lands on terms that will not unreasonably interfere with the rights granted to Grantee in this Easement Agreement. SITLA may also use the Easement Lands for any purpose that is not inconsistent with the purposes for which this Easement is granted. SITLA further reserves the right to dispose of the Easement Lands by sale, lease or exchange, and the right to utilize the Easement Lands for access to and from lands owned by SITLA on both sides of the Easement Lands, including the construction of road and utility crossings.
9. **Bond.** SITLA may require at any time during the Term that Grantee post a bond with an approved corporate surety company authorized to transact business in the State of Utah or such other surety as may be acceptable to SITLA, in an amount to be determined by SITLA to secure Grantee's full compliance with the terms of this Easement Agreement. SITLA may in its reasonable discretion request that Grantee increase the amount of any posted bond. The amount of the bond does not limit Grantee's liability under this Easement Agreement.
10. **Relocation; Limitations; Cost Borne by SITLA.** SITLA may at its expense relocate or modify the Easement, in whole or in part, as SITLA deems necessary in its sole discretion to accommodate SITLA's use of the Easement Lands or the adjoining lands for any purpose. SITLA shall ensure that the relocated or modified Easement provides Grantee with access that is adequate for the Permitted Uses.
11. **Reservation of Minerals; Leasing.** SITLA reserves the right to lease the Easement Lands for the exploration, development, and production of oil, gas, and all other minerals, together with the right of ingress and egress across the Easement Lands. This Easement Agreement does not give Grantee any right to remove or utilize sand and gravel or any other material without a separate permit from SITLA.
12. **Inspection.** SITLA and its agents may at any time access the Easement Lands to examine or inspect the condition of the Easement Lands and determine if Grantee is in compliance with this Easement Agreement.
13. **Compliance with Law; Standards.** Grantee shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to its use of the Easement Lands, whether now in existence or hereafter enacted, including without limitation any regulations enacted by

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SITLA or a successor agency. Grantee shall construct, operate and maintain the Facilities in accordance with applicable building codes and industry best practices, and shall take all precautions reasonably necessary to avoid waste and prevent pollution or deterioration of lands and waters within or in the vicinity of the Easement Lands.

14. **Assignment.** Grantee may not assign or sublease all or part of this Easement Agreement without SITLA's prior written consent. Any assignment or sublease made without SITLA's written consent will be void as from the date of the purported assignment or sublease. An assignment or sublease does not relieve Grantee of its liabilities and obligations under this Easement Agreement.

15. **Removal of Timber.** Grantee may not cut or remove trees from the Easement Lands without first obtaining a small forest products permit or timber contract from SITLA. Notwithstanding this paragraph 15, Grantee may remove any trees or deep-rooted vegetation within the Easement Lands which may damage, or unreasonably interfere with Grantee's Facilities or any Permitted Uses.

16. **As-Built Survey.** After completion of construction of the Facilities, upon written request by SITLA, Grantee shall provide SITLA with an as-built survey prepared by a licensed Utah engineer or surveyor depicting in detail all of Grantee's improvements located on the Easement Lands. Grantee shall update the as-built survey as material improvements are added, removed, or replaced by Grantee.

17. **Cultural, Archaeological, Paleontological, and Antiquities Resources.**

a. Prior to commencing any surface disturbing operations or any operations that have the potential to affect Historic Properties, whether a new surface disturbing activity or outside existing disturbed areas, Grantee shall complete a Cultural Resource Survey prepared in accordance with applicable laws and regulations, or otherwise provide evidence of compliance with Utah Administrative Code R850-60-800.

b. Grantee must contract for and pay the costs of the Cultural Resource Survey.

c. Grantee shall provide cultural resource compliance materials to SITLA prior to commencing operations. SITLA will review all cultural resource compliance materials provided by Grantee, and may approve, condition, or deny its consent to the activity based on impacts to Cultural Resources. SITLA may require Grantee to complete appropriate cultural resources mitigation measures as a condition of conducting surface disturbing operations.

d. Pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative Code R850-60-900, upon discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological

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Resources, Grantee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA's satisfaction.

- e. All Specimens are and will remain the property of the State of Utah.
- f. Definitions in this clause:
  - i. "Antiquities" is defined in Utah Code § 76-6-901(1).
  - ii. "Critical Paleontological Resources" is defined in Utah Code § 79-3-102(4).
  - iii. "Cultural Resources" is defined in Utah Administrative Code R850-1-200(8).
  - iv. "Cultural Resource Survey" is defined in Utah Administrative Code R850-1-200(9).
  - v. "Historic Properties" is defined in Utah Code § 9-8-302(5).
  - vi. "Remains" is defined in Utah Code § 9-9-402(11).
  - vii. "Site", for purposes of archaeology, is defined in Utah Code § 9-8-302(17) and Utah Administrative Code R850-1-200(31), and for paleontological, is defined in Utah Code § 79-3-102(14) and Utah Administrative Code R850-1-200(20).
  - viii. "Specimen", for purposes of archaeology, is defined in Utah Code § 9-8-302(18) and Utah Administrative Code R850-1-200(33), and for paleontological, is defined in Utah Code § 79-3-102(15).

18. **Wildfire.** Grantee shall at all times take reasonable precautions to prevent wildfires from starting or spreading on the Easement Lands, and shall comply with all applicable laws, regulations and directives of any governmental agency having jurisdiction with respect to fire prevention and control. If Grantee or its employees, contractors or licensees cause a wildfire that necessitates suppression action, Grantee shall pay the costs of any necessary fire suppression activities incurred as a result of the wildfire, in accordance with Utah law.

19. **Intermediate Reclamation.** Grantee shall use reasonable efforts to reclaim disturbed areas not required for continuing operations by leveling, reseeding and other reasonably necessary steps to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests.

20. **Fill Materials and Waste.** Grantee shall not allow any deposit of ballast, refuse, garbage, waste matter, chemical, biological or other wastes or pollutants within or upon the Easement Lands by Grantee or its agents, employees or contractors. If the Grantee fails to remove all fill material,

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wastes or materials described above from the Easement Lands, SITLA may at its option remove such materials and charge the Grantee for the cost of removal and disposal.

21. **Hazardous Conditions.** Grantee may not permit and shall abate any hazardous condition on or associated with its use of the Easement Lands.

22. **Grantee Breach; Cure; SITLA's Right to Terminate.** If SITLA determines that Grantee has breached this Easement Agreement, SITLA may send notice of violation to Grantee specifying the particular breach. Grantee shall cure the default within 30 days of SITLA's notice of breach, or if the cure requires a period longer than 30 days to complete, shall commence to effect the cure within such 30 day period and diligently pursue such cure thereafter. If Grantee fails to cure the default within 30 days or if the cure requires longer than 30 days, to commence the cure within 30 days and diligently pursue the cure thereafter, then SITLA may terminate this Easement Agreement by giving notice to Grantee of termination.

23. **Termination.** On expiration or earlier termination of this Easement Agreement for any reason, Grantee has the following obligations:

a. **Removal of Improvements and Reclamation.** On expiration or earlier termination of this Easement Agreement, SITLA may require by notice to Grantee that Grantee remove the Facilities and re-contour and re-seed the Easement Lands to their approximate original condition, to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests ("**Reclamation Activities**"). Within 60 days of notice from SITLA, Grantee shall complete the Reclamation Activities. Grantee may re-enter the Easement Lands for reclamation purposes after termination of the Easement Agreement. If Grantee does not complete the Reclamation Activities within 60 days of Grantee's receipt of written notice from SITLA, SITLA may conduct the Reclamation Activities, at the cost and expense of Grantee.

b. **Quitclaim.** Following the expiration or termination of this Easement Agreement, and within 30 days of SITLA's written demand, Grantee shall execute, acknowledge, and deliver to SITLA a quitclaim deed or other document as reasonably requested by SITLA to remove the cloud of this Easement Agreement from title to the Easement Lands.

c. **Satisfaction of Liabilities and Obligations.** Within a reasonable amount of time after expiration or the earlier termination of this Easement Agreement, Grantee shall satisfy all liabilities and fulfill all obligations that remain outstanding at the date of termination.

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24. **Notice.** The parties shall send all communications and notices to the other in writing and addressed as follows:

Grantee: Dominion Energy Utah, Property & Right of Way  
 1140 West 200 South  
 Salt Lake City, UT 84104

SITLA: State of Utah  
 School and Institutional Trust Lands Administration  
 675 East 500 South, Suite 500  
 Salt Lake City, Utah 84102-2818

or at any such other address as a party may designate by written notice to the other party. The parties may deliver communications by hand delivery, United States mail, postage prepaid and certified or registered, or by commercial carrier.

25. **General Provisions.**

a. **Indemnity.** Grantee assumes liability for and shall indemnify and hold harmless SITLA, its officers, board of trustees, and employees for, from and against any and all liability and claims, including attorney's fees, of any nature imposed on, incurred by, or asserted against SITLA that in any way relates to or arises out of Grantee's activity or presence on the Easement Lands, unless such liability is caused by SITLA's sole negligence.

b. **Grantee Liable for Actions of Representatives.** Whenever this Easement Agreement imposes obligations or liabilities on Grantee, those liabilities and obligations apply to actions or inactions of Grantee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionairs. Grantee hereby assumes all liability arising from the actions or in actions of Grantee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionairs on the Easement Lands or pursuant to this Easement Agreement.

c. **Survival.** The following provisions survive termination of this Easement Agreement: Sections 22 (*Grantee Breach*), 23 (*Termination*), 24 (*Notice*), 25.a (*Indemnity*), 25.b (*Grantee Liable for Actions of Representatives*), 25.d (*Attorney's Fee*), 25.g (*Governing Law; Venue*), and 25.h (*No Waiver of Sovereign Immunity*).

d. **Attorney's Fees.** If SITLA prevails in any legal action brought to enforce its rights under this Easement Agreement, Grantee shall reimburse SITLA's reasonable attorney's fees and court costs, as those fees and costs are determined by the court.

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- e. Waiver of Breach. A party's waiver of breach of any provision of this Easement Agreement does not constitute a waiver of any preceding or succeeding breach of the same or any other provision of this Easement Agreement.
- f. Severability. If a court of competent jurisdiction finds any provision of this Easement Agreement invalid, such determination will not affect the validity of any other provision of this Easement Agreement.
- g. Governing Law; Venue. This Easement Agreement is governed by the laws of the State of Utah, without regard to its choice or conflicts of law principles. Grantee consents to the exclusive jurisdiction of the courts in the Third Judicial District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.
- h. No Waiver of Sovereign Immunity. This Easement Agreement does not constitute a waiver of sovereign immunity of SITLA.
- i. Entire Agreement. This Easement Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the parties relative to the Easement, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than as set forth in this Easement Agreement. The parties may only amend this Easement Agreement in a writing signed by both parties.
- j. Binding Effect. The Easement and the terms of this Easement Agreement constitute a covenant running with the land and are binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- k. Counterparts and Electronic Signatures. The parties may execute this Easement Agreement in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Easement Agreement by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Lease has the same legal effect and/or enforceability as a paper version as per Utah Code § 46-4-201.

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26. **Additional Provisions.**

a. **Gas Transmitted.** Within 30 days of SITLA's written demand, Grantee shall provide within 30 days of such request a report detailing the gross quantity of gas transmitted through the pipeline and the unaccounted loss of gas in the pipeline for the prior 12 month period. If such loss exceeds 4% averaged on a monthly basis for the period covered by the report, Grantee shall also detail in the report to SITLA the remedial action it has caused to be taken, or within 30 days of the report will cause to be taken, to identify and repair the line loss. The remedial action to locate pipeline leakage required of Grantee under this Section must be accomplished through proper and customary pipeline inspection technologies that may include without limitation pressure testing, infrared camera inspection, pipeline pigging, or other acoustic, ultrasonic, magnetic, mechanical or similar technologies customary in the industry.

[SIGNATURES ON NEXT PAGE]



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SITLA and Grantee have executed this Easement Agreement as of the dates indicated next to the signatures.

**STATE OF UTAH, SCHOOL AND  
INSTITUTIONAL TRUST LANDS  
ADMINISTRATION**

**DOMONION ENERGY**

By: David The  
Title: Director

By: [Signature]  
Title: DIRECTOR - ENGINEERING

Date: 9/26/19, 20\_\_

Date: 11/19, 2019

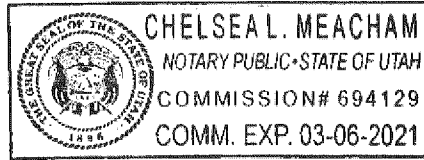
APPROVED AS TO FORM  
SEAN D. REYES  
ATTORNEY GENERAL

By: [Signature]  
Special Assistant Attorney General

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STATE OF UTAH )  
 : §  
COUNTY OF SALT LAKE )

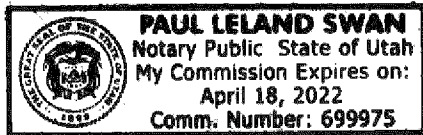
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2019, by David Ure, as the Director of the School and Institutional Trust Lands Administration.



Chelsea L. Meacham  
Notary Public

STATE OF UTAH )  
 : §  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 19 day of NOVEMBER, 2019, by MICHAEL GILL, as the DIRECTOR ENGINEERING of Grantee.



Paul Leland Swan  
Notary Public

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**EXHIBIT A**  
**To Easement Agreement No. 2271**

**DESCRIPTION OF EASEMENT LANDS**

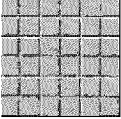
A portion of the Southeast Quarter, Northeast Quarter and the Northwest Quarter of Section 11, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°39'38"W along the Section Line 343.56 feet from the North Quarter Corner of Section 11, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence S30°57'57"E 3908.17 feet; thence along the arc of a 3449.00 foot radius curve to the left 472.29 feet through a central angle of 7°50'45" (chord: S34°53'20"E 471.92 feet); thence S38°48'42"E 278.99 feet; thence N89°44'47"W 38.64 feet; thence N38°48'42"W 254.64 feet; thence along the arc of a 3479.00 foot radius curve to the right 476.40 feet through a central angle of 7°50'45" (chord: N34°53'20"W 476.02 feet); thence N30°57'57"W 3926.42 feet to the north line of said Section 11; thence S89°39'38"E along said Section line 35.11 feet to the point of beginning.


Contains: ±3.21 Acres  
±139,753 Sq. Ft.

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**EXHIBIT B1**

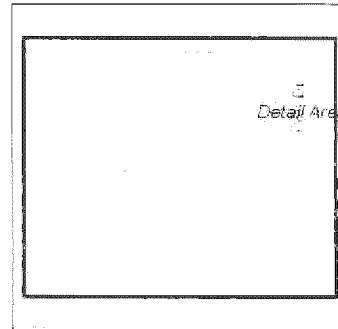
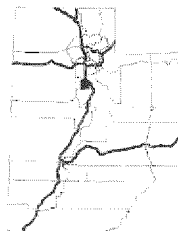
 **ESMT 2271- Dominion Gas Easement - 3.21 acres**  
 Township 6 South, Range 1 West, SE4, NE4, NW4 (Within), Section 11, SLB&M  
 Utah County



 ESMT 2271 (3.21 Acres)

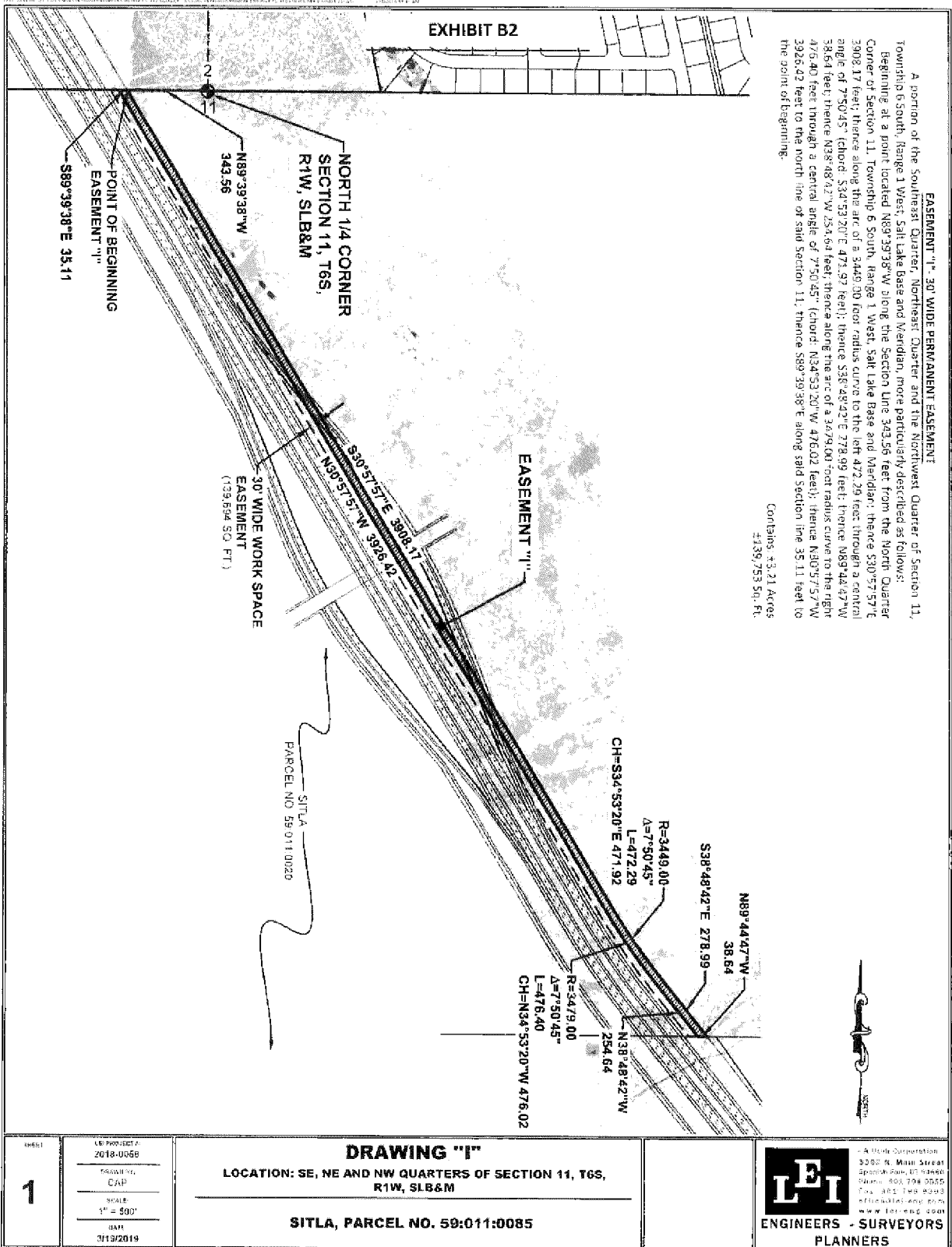
**Land Ownership and Administration**

- Private
- State Trust Lands



Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. SITLA provides the data at good faith and shall not be liable for any incorrect results, or any approval, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data hereon. Land parcels, lease boundaries and associated SITLA data lines may have been adjusted to allow for a 100-foot buffer. The Surface Ownership Lane Status data (if present) are maintained by SITLA to reflect current local land status and surface easements. Labels, lines, contours, highways, roads, county and state boundaries are downloaded by the Utah Automated Geographic Reference Center using their sources as specified. Contour lines (if present) were generated from USGS 10 meter DEM. Please Note: While SITLA seeks to verify data for accuracy and content, discrepancies may exist within the data. A complaint will result in SITLA updating GIS data to the most current available. For more information, please contact the GIS Staff directly at 313-329-5100 or TLR@utah.gov. The SITLA GIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Produced: June 14, 2016 - Ricklen

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**EXHIBIT C - EXISTING USERS**

**ROW #662**

**Mtn States Telephone & Telegraph Pole Line Right of Way**

A north/south oriented pole line crossing through Section #11 in the NE ¼ and the NW ¼ of the SE ¼.

**PRED #784**

**Utah County Class B Road Easement**

Easement for existing Class B Road from the western edge of Stillwater Drive up Lake Mtn Communications Road (Israel Canyon)

**ESMT #1880**

**Drainage Easement to Saratoga Springs City**

Easement for drainage improvements and water/debris storage improvements in the NE ¼ of the SE ¼ of Section #11

**ROW #414**

**Pacificorps Transmission Right of Way**

Easement for electrical transmission right of way crossing the NW ¼ of Section #11

