

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
CentralValleyWater.41510.ah

14101311 B: 11416 P: 8270 Total Pages: 10
05/03/2023 01:03 PM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To QUESTAR GAS COMPANY
PO BOX 45360 SALT LAKE CITY, UT 841450360



Space above for County Recorder's use
PARCEL I.D.# 15262520010000

RIGHT-OF-WAY AND EASEMENT GRANT

41510

THIS RIGHT-OF-WAY AND EASEMENT GRANT AGREEMENT (“**Agreement**”) is made effective as of May 1st, 2023 (“**Effective Date**”), by and between CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah interlocal entity (“**Grantor**”) and QUESTAR GAS COMPANY dba Dominion Energy Utah, a corporation of the State of Utah, and its successors and assigns (“**Grantee**”). Grantor and Grantee are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

- A. Grantor owns that certain parcel of real property located in Salt Lake County, State of Utah (“**Grantor Parcel**”), as more particularly described on the attached **Exhibit A**.
- B. The Parties entered that certain Natural Gas Facilities Agreement dated December 30, 2021, and amended in March 2022 (“**Natural Gas Agreement**”). In the Natural Gas Agreement, Grantee agreed to extend its natural gas system and provide natural gas service to the Grantor Parcel.
- C. In furtherance of the Natural Gas Agreement, Grantor and Grantee desire to create the Easement (defined below) described herein.
- D. In addition, the Parties will execute and record an “Access Easement Agreement” that will be recorded contemporaneously with this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor does hereby grant, convey and warrant to Grantee, a nonexclusive 30' wide right-of-way and easement, as more particularly described on the attached **Exhibit B ("Easement")** to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "**Facilities**"), through and across Grantor Parcel.

2. Access to Easement. Grantee shall access the Easement from public rights of way or by using the Access Easement granted pursuant to the Access Easement Agreement.

3. Temporary Access Grant. Grantor may, in its sole discretion, provide written consent authorizing Grantee to temporarily use portions of the Grantor Parcel along and adjacent to said Easement in connection with construction, maintenance, repair, removal or replacement of the Facilities, so long as Grantee's use does not interfere with Grantor's use of the Grantor Parcel, including easements granted to other parties, or inhibiting or blocking traffic. To request temporary access to the Grantor Parcel, Grantee shall submit a written request to Grantor at least 15 days before it desires to use the proposed temporary access.

4. Right to Fence. Grantee may fence, gate, and lock the shaded area described and depicted in **Exhibit C ("Valve Area")**. Grantee may restrict access to the Valve Area from all parties, including Grantor.

5. Restrictions on Grantor Use.

- a. Grantor(s) shall not build or construct, nor permit to be built or constructed, over or across the Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
- b. Grantor(s) shall not change the contour within the Easement without prior written consent of Grantee.
- c. Grantor(s) shall not plant, or permit to be planted, any deep-rooted trees, or any vegetation with roots that may damage the Facilities, within the Easement, without prior written consent of Grantee.
- d. Grantor(s) shall not place personal property within the Easement that impairs the maintenance or operation of the Facilities.

6. Right to Clear Vegetation. After providing prior written notification to Grantor, Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, and landscaping which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor.

7. Indemnification. Grantor and Grantee agree to indemnify, hold harmless and defend the other, its Board, agents, contractors, and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason from its respective use or misuse of the right-of-way and easement or any activities conducted thereon by its agents, contractors, employees, invitees or as a result of its negligence.

8. Compliance with Law; Mechanics' Liens. The Parties shall comply with all applicable laws in their use of the Easement. Grantee shall at all times keep the Easement free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee's access and use and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement and/or the Grantor Parcel pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantees' contractors. In the event any mechanics' lien or similar lien is recorded against the Easement or Grantor Parcel on account of any act by or on behalf of Grantee, Grantee will, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Easement or the Grantor Parcel.

9. Runs With the Land. Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) will constitute covenants running with the land; (ii) will bind every person having a fee, leasehold or other interest in any portion of the Grantor Parcel at any time, or from time to time, to the extent such portion is affected or bound by the Easement or right in question, or to the extent that Easement or right is to be performed on such portion; and (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

10. Termination. Should Grantee cease to operate its Facilities for the purpose of delivering natural gas to Grantor for more than twenty-four consecutive months, this Easement shall automatically terminate.

11. Limited Authority. It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

[SIGNATURE PAGES FOLLOW]

WITNESS the execution hereof this 1st day of May, 2023.

GRANTOR:

CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah interlocal entity

By: Phil Heck
Name: Phil Heck, Ph.D., P.E.
Title: General Manager

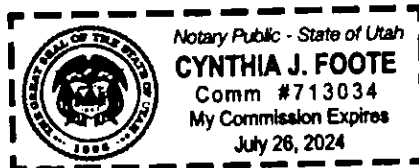
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 1st day of May, 2023, by Phil Heck as General Manager of Central Valley Water Reclamation Facility.

Cynthia J. Foote
NOTARY PUBLIC

Residing at: Salt Lake County

My commission expires:
7-26-2024



GRANTEE:

QUESTAR GAS COMPANY, dba Dominion Energy Utah, a Utah corporation

By: Alex Howard
Print Name: Alex Howard
Title: Land Agent

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 2nd day of May, 2023, by Alex Howard as authorized representative of Questar Gas Company, dba Dominion Energy Utah, a Utah corporation.

Danny O. Eastburn
NOTARY PUBLIC

Residing at: SALT LAKE

My commission expires:
7/27/2023



EXHIBIT A TO RIGHT-OF-WAY AND EASEMENT GRANT

GRANTOR PARCEL

Parcel 15-26-252-001-0000

COM 1104.68 FT S & 1775.46 FT W FR NE COR SEC 26, T 1S, R 1W, SL MER, S 0°03'14"
W 2078.58 FT; S 89°50' E 179.5 FT; S 1°57' E 1062.87 FT; S 89°43'47" E 508.52 FT; N
86°50'27" E 195.77 FT M OR L; N 0°18' E 1618.53 FT; W 283.1 FT N 0°10' E 1440.79 FT; N
83°16' W 651.84 FT TO BEG. 51.61 AC.

EXHIBIT B TO RIGHT-OF-WAY AND EASEMENT GRANT

EASEMENT

A 30.00-FOOT-WIDE STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH, BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 900 W. SAID POINT BEING LOCATED NORTH 00°02'08" EAST; 1548.67 FEET ALONG THE STREET MONUMENT LINE AND EAST 38.97 FEET, FROM A FOUND SALT LAKE COUNTY STREET MONUMENT LOCATED AT (3265 S. 900 W.) THENCE NORTH 89°59'13" EAST; 45.45 FEET; THENCE NORTH 45°40'33" EAST; 36.30 FEET; THENCE SOUTH 89°59'49" EAST; 45.32 FEET TO A POINT ON THE WEST LINE OF A PROPOSED EASEMENT "C" TO THE POINT OF TERMINUS.

CONTAINS 3812 SQ FEET; 0.09 ACRES.

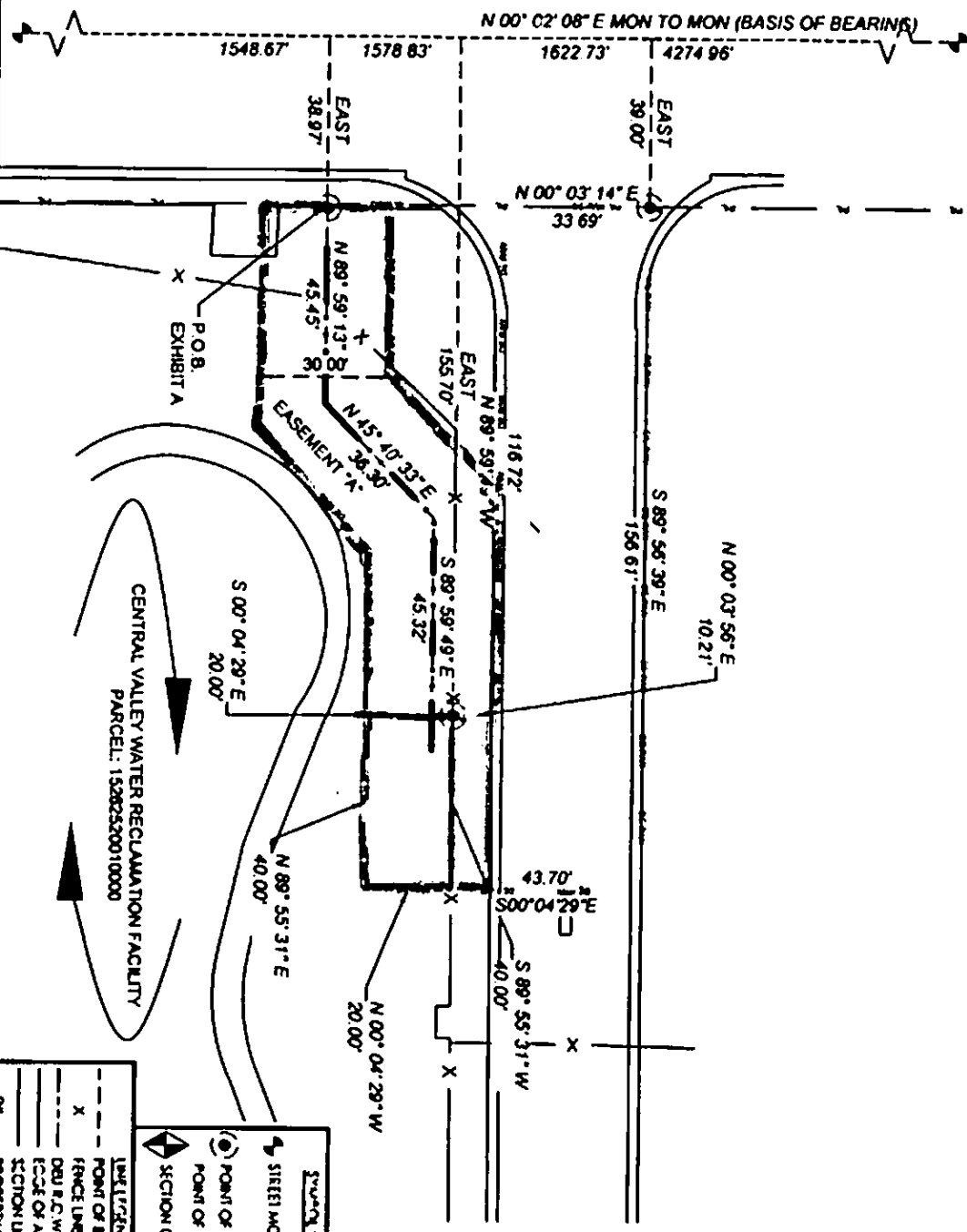
DEUR CIV #
 DRAWN BY C DAVIS
 SURVEY DATE 4/01/2022



Dominion Energy
 DOMINION ENERGY UTAH
 1140 WEST 200 SOUTH
 SALT LAKE CITY, UTAH 84104

PROPOSED DOMINION ENERGY UTAH
 RIGHT-OF-WAY LOCATED IN
 SECTION 26 T1S, R1W, S11B, 8M,
 SALT LAKE COUNTY, UTAH

PAGE:
 1
 OF:
 1



SYMBOL LEGEND	
	STREET MONUMENT
	POINT OF BEGINNING
	POINT OF INTERSECTION
	SECTION CORNER
LINE LEGEND	
	POINT OF BEGINNING LINE
	FENCE LINE
	DOUBT F.C.W. LINE
	ECCENTRICITY OF ASPHALT
	SECTION LINE
	PROPERTY LINE

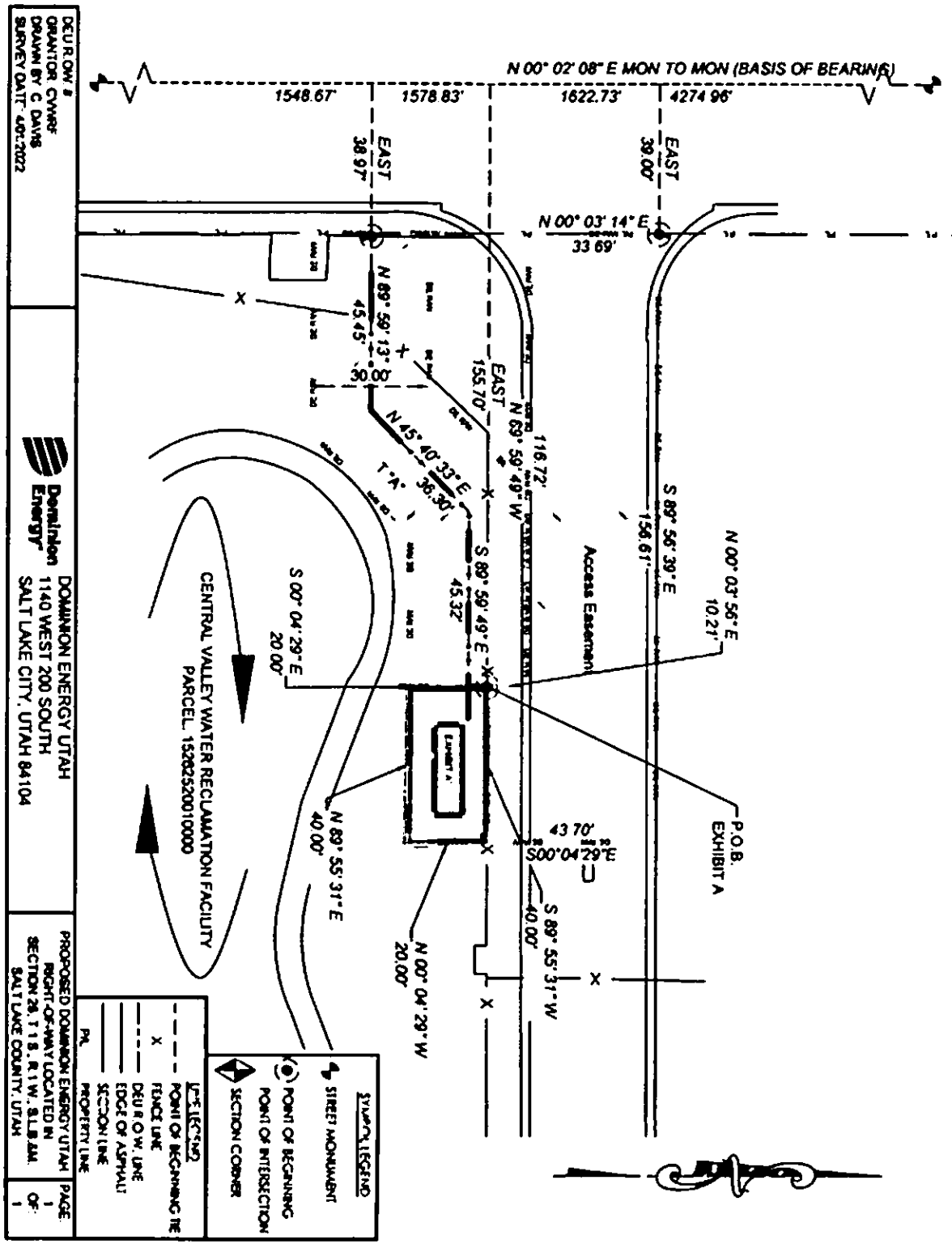
EXHIBIT C TO RIGHT-OF-WAY AND EASEMENT GRANT

VALVE AREA

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°02'08" EAST; 1578.83 FEET ALONG THE STREET MONUMENT LINE AND EAST 155.70 FEET; FROM A FOUND SALT LAKE COUNTY STREET MONUMENT LOCATED AT 3265 S. 900 W.; THENCE SOUTH 0°04'29" EAST; 20.00 FEET; THENCE NORTH 89°55'31" EAST; 40.00 FEET; THENCE NORTH 0°04'29" WEST; 20.00 FEET; THENCE SOUTH 89°55'31" WEST; 40.00 FEET ALONG A FENCE LINE AND THE SOUTH LINE OF A PROPOSED EASEMENT "B" TO THE POINT OF BEGINNING.

CONTAINS 800 SQ FEET; 0.02 ACRES.



DEUR O W #
 DRAWN BY C DAVIS
 SURVEY DATE 4-07-2022

Denitken Energy
 DOMINION ENERGY UTAH
 1140 WEST 200 SOUTH
 SALT LAKE CITY, UTAH 84104

PROPOSED DOMINION ENERGY UTAH
 RIGHT-OF-WAY LOCATED IN
 SECTION 28, T.18, R.1W, S.13.5M.
 SALT LAKE COUNTY, UTAH

PAGE 1
 OF 1

SYMBOL LEGEND	
	STREET MONUMENT
	POINT OF BEGINNING
	POINT OF INTERSECTION
	SECTION CORNER
	LINE (SECTION)
	POINT OF BEGINNING
	FENCE LINE
	DEUR O W LINE
	EDGE OF ASPHALT
	SECTION LINE
	PROPERTY LINE